

EXAMINED

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SUI TITLE TITLE AND
INVESTOR CORPORATION
ST. N. ST. N. W.
ATON, D. TON, D. C.
4-34-34

At the request of Paul E. Bauer and Mary G. Bauer the following

Deed was recorded August 31st. A.D. 1934, at 3:21 o'clock P.M.

to wit:-

This Deed Made this 3rd day of July, in the year one thousand nine

hundred, and thirty-four, by and between Maryland Title Securities Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the first part; and Paul E. Bauer and Mary G. Bauer, his wife, parties of the second part.

Witnesseth, that in consideration of the sum of Ten dollars, (\$10.00), current money in hand paid, receipt of which is hereby acknowledged, the said party of the first part, does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, all that lot of ground situate in Montgomery County, in the State of Maryland, and described as follows, that is to say:

Lot numbered Ten (10) in Block numbered Six (6) in the "Rollingwood Plan of the subdivision of part of Block 6 of Braemer Forest", as per plat recorded in Plat Book 5, folio 493, one of the land records of said County.

In consideration of the execution of this deed, the said parties of the second part, for themselves, their heirs and assigns, hereby covenants and agree with the party of the first part, its successors and assigns, (such covenants and agreements to run with the land) as follows, viz:

1. That neither the above described land nor any part thereof shall ever be sold, leased, to or occupied by any person of negro blood, except as to occupancy by domestic servants while employed on the premises by the owner.
2. That no noxious, dangerous or offensive thing shall be permitted or maintained within said subdivision, nor shall any hogs, cattle, livestock or fowls be kept thereon.
3. That no part or portion of the property hereby conveyed, nor any building which may be erected thereon, shall be used or permitted to be used for any trade, business or manufacturing or mercantile purposes.
4. That no apartment house or residence designated for the occupancy of more than one family, and no houses in rows or semi-detached houses shall be erected or maintained upon any part or portion of any of the lots or on the property hereinbefore described and hereby conveyed.
5. That only one dwelling house shall be erected on each one of the lots above referred to, and that no dwelling house shall be erected at any time on any lot or parts of lots having a frontage of less than sixty feet, except in cases of irregularly shaped lots, in which cases the lot or lots on which a single dwelling house is erected shall contain not less than 7000 square feet, and in all cases improvements so erected on any of said lots or parts of lots shall always be erected not less than 10 feet from the adjoining lot line and not less than 25 feet from the front line of said lot or lots.
6. That no building shall be constructed or erected on the above described land and no alterations of any building shall be made unless the specifications

and plans therefor shall be first submitted by the vendee herein to the vendor herein and approved by said vendor.

7. That no line fences or walls of any kind shall be erected, placed or maintained on the said property, or any part thereof, except growing hedges or such fences of an ornamental character as may be approved by the vendor.

8. That the right to grant privileges, easements, rights of ways and franchises for public utilities over and upon the avenues, streets and alleys of the said subdivision is hereby expressly reserved to the seller, its successors and assigns, that there shall also be reserved to the seller, its successors and assigns, a right of way over and along the rear and side lines of said lot or lots for the construction, maintenance, and repair of public utilities, such as water, gas, electricity, sewerage and all necessary poles, pipes and wires in connection with the same.

9. That no nuisance, advertising sign, billboard or other objectionable construction or maintenance shall be permitted, erected, placed or suffer to remain upon said property; nor shall the said property or any part thereof be used in any way for any purpose which may endanger the health or disturb the quiet of any owner of any part or portion of the said property.

10. That the hereinbefore enumerated covenants shall apply not only to the lots hereinbefore set forth and hereby intended to be sold, but also the other and remaining property now owned by the vendor upon which like and similar restrictions have been imposed and the said covenants shall run in any event with the land for a period of twenty years accounting from July 1st, 1933, and shall remain in full force and effect continuously thereafter unless and until a change in the same shall have been made and approved in writing by the owners of the legal title to all of said lots and all of said property.

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

To Have and to Hold, the said lot or ground and premises above described, 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 parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, forever in fee simple.

And the said party of the first part hereby covenants that it has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that it will warrant specially the property hereby granted and conveyed, and will execute such further assurances of said land as may be requisite.

In Testimony whereof, the said Maryland Title Securities Corporation has signed and caused these presents to be signed with its corporate name by Charles H. Buck, its President, with its corporate seal hereto attached, attested by Arthur Lee Hoff, its Secretary.

Attest:

Maryland Title Securities Corporation

Arthur Lee Hoff
Secretary

By Chas. H. Buck
President

Maryland Title Securities
Corporation Delaware
1930

(Internal Revenue \$1.50)

State of Maryland, Baltimore City, to wit:

I hereby certify that on this third day of July, in the year one thousand nine hundred and thirty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Charles H. Buck the President of the said Maryland Title Securities Corporation, the within named grantor, and did acknowledge the foregoing deed to be the act and deed of said corporation.

In Testimony whereof, I hereunto set my hand and affix my notarial seal.

George C. Wiedersum

George C. Wiedersum

Notary Public

Notary Public

Baltimore,

Md.

EXAMINE

mailed to

Thos. J. Fisher & Co. Inc.

738-15th St.

Wash. D.C.

At the request of The Chevy Chase Land Company of Montgomery County, Maryland, the following Deed was recorded September 1st, A.D. 1934, at 10:23 o'clock A.M. to wit:-
This Deed Made this 31st day of August, A.D. 1934, by and between
11-28-34. George E. Hamilton and William L. Miller, as Trustees, parties of the first part, and The Chevy Chase Land Company, of Montgomery County, Maryland, (a corporation duly organized under and by virtue of the laws of the State of Maryland), party of the second part;

Whereas, Guiseppe Segreti, Ben Segreti and Frank Segreti, as joint tenants, heretofore made and executed certain Deed of Trust, bearing date on the 9th day of November, 1926, and thereby conveyed the hereinafter described land and premises and appurtenances unto George E. Hamilton and William L. Miller, Trustees, in trust to secure the payment of a certain debt therein fully set forth; and upon default in the payment thereof to sell the said land and premises and appurtenances at public auction, and out of the proceeds to pay the said debt; and to convey the said land and premises and appurtenances unto the purchaser thereof; all of which will more fully and at large appear upon reference to said Deed of Trust, duly recorded in Liber number 419, at folio 362, one of the Land Records for Montgomery County, Maryland,

And whereas, default having been made in the payment of said debt, the parties of the first part, in execution of the trust declared in said Deed and by direction of the party thereby secured, after previous public advertisement thereof for more than 20 days in The Maryland News, a newspaper of general circulation, published at Silver Spring, Montgomery County, Maryland, proceeded to make sale of said land and pre-