

to insure, and pending the existence of this Mortgage to keep insured, in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements, on the hereby mortgaged land to the amount of at least .....Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim, hereunder, and to deliver said policy or policies, to the said Mortgagees, their personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:	Thomas Mahon Hoffmeister	(Seal)
Matilda W. Duvall	Ethel L. Hoffmeister	(Seal)

State of Maryland, Prince George's County, to wit:

I Hereby Certify that on this 20th day of June, in the year nineteen hundred and thirty nine, before me, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Thomas Mahan Hoffmeister and Ethel L. Hoffmeister, his wife the Mortgagors named in the foregoing Mortgage and each acknowledged the foregoing Mortgage to be their act. At the same time also appeared Ogle Marbury, Agent for the within-named mortgagees, and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide, as therein set forth, that he is the Agent of the said Mortgagees, duly authorized to make this affidavit.

Witness my hand and Notarial seal.

Matilda W. Duvall	Matilda W. Duvall
Notary Public	Notary Public
Prince George's Co	
Md.	

I hereby assign all my right, title, and interest in the within mortgage, to Evelyn M. Ryan and Joseph Moore.

Witness my hand and seal, this 28th day of Sept., 1939.

Test:	Sam'l Moore	(Seal)
Sarah F. Sharnwood		
Notary Public	Sarah F. Sharnwood	
	Notary Public	
	Prince George's County	
	Laurel Md	

Recorded October 5th, A. D. 1939

*For Value received we hereby release the above and within mortgage as witness our hands and seals this 21 day of May 1942.*  
*Witness: Harold J. Pavel* *Elizabeth H. Fisher (Seal)*  
*Witness: Harold J. Pavel* *Anna H. De Martin (Seal)*  
*Witness: Viola M. Rife* *Agnes H. Carroll (Seal)*  
*Witness: Casper Whitely* *Samuel Moore (Seal)*  
*Witness: G. B. Crane Jr.* *Evelyn M. Ryan (Seal)*  
*Witness: George W. Shartzer* *Joseph Moore (Seal)*  
*Recorded May 25, 1953.*

EXAMINED

MAILED TO  
 SUBURBAN TITLE AND  
 INVESTMENT CORPORATION  
 925 15th ST. N. W.  
 WASHINGTON, D. C.  
 12-5-39

At the request of Rozier J. Beech, the following Indenture of Protective Covenants, was recorded October 5th, A. D., 1939, at 10:56 o'clock A. M., to wit:  
 This Indenture of Protective Covenants, Made and entered into this



2 26th day of September, 1939, by and between Rozier J. Beech, unmarried, Karlton R.  
M Morcombe, and Dorothy E. Morcombe, his wife, David R. Kelly and Mae M. Kelly, his  
w wife, Felix P. Broussard and Rachel P. Broussard, his wife, Sheldon W. Homan and  
D Doris Edna Homan, his wife, Harold W. Face and Irma L. Face, his wife, R. Clyde Larkin,  
a and Helen C. Larkin, his wife, all of Montgomery County, State of Maryland:

Whereas, the parties hereto are the owners, in fee simple, of  
a all of the lots comprising the subdivision known as "Sixteenth Street Village", sit-  
u uate in Montgomery County, State of Maryland, as per plat recorded .....the parties  
o owning the lot or lots therein set opposite, their respective names as follows:

Rozier J. Beech, Lots One (1) Two (2) Three (3) Twelve (12)  
T Thirteen (13) Sixteen (16) Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20),  
T Twenty one (21), Twenty two (22) Twenty three (23), and Twenty four (24) in Block  
". "A".

Lots One (1), Two (2), Three (3), Four (4), Five (5), Nine (9),  
T Ten (10), and Eleven (11), in Block "B".

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6),  
S Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) Thirteen (13),  
S Seventeen (17), Eighteen (18) Nineteen (19), and Twenty (20), in Block "C".

Karlton R. Morcombe and Dorothy E. Morcombe, Lot Four (4) in Block  
". "A".

David R. Kelly and Mae M. Kelly, Lot Fourteen (14) in Block  
". "A".

Felix P. Broussard and Rachel P. Broussard Lot Fifteen (15) in  
B Block "A".

Sheldon W. Homan and Doris Edna Homan, Lot Six (6), in Block  
". "B".

Harold W. Face and Irma L. Face, Lot Fourteen (14) in Block "C".

R. Clyde Larkin and Helen C. Larkin, Lot Fifteen (15) in Block "C".

And Whereas, the parties hereto desire, and intend by the execution  
a and recordation of this instrument, to impose upon the above described lots and each  
o of them, certain protective or restrictive covenants.

Now, Therefore, This Indenture Witnesseth, that for and in con-  
s sideration of the sum of One Dollar (\$1.00) in hand paid by each of the parties hereto  
to to each of the other parties receipt of which is hereby acknowledged and of the covenants  
a and agreements, herein contained, for the mutual benefit of the parties hereto, said  
p parties mutually covenant and agree as follows:

(a) All of the above mentioned lots shall be known and described  
a as residential lots, and no structures shall be erected, altered, placed, or permitted  
to to remain on any one of said lots, other than one single family detached dwelling not to  
e exceed two and one-half stories in height and a private garage for not more than two (2)  
o cars.

(b) No building shall be erected, altered, placed or permitted  
to to remain on any building lot in this subsection until the external design and location  
tl thereof, have been approved, in writing, by the neighborhood committee of one or more per-  
so sons which shall be appointed or elected, from time to time, by the plurality vote of the  
re record owners of the lots which are subject to the covenants herein set forth, each owner  
be being entitled to one (1) vote for each lot standing in his name. However, if the committee  
fa fails to approve or disapprove such design or location within thirty (30) days after such  
pl plans have been submitted to it, or if no suit, to enjoin the erection of such building  
o or the making of such alteration has been commenced prior to the completion thereof, then  
a such approval will not be required. The first such committee shall be a committee of one (1)



namely, Rozier J. Beech, one of the parties hereto, who shall continue to act as such committee so long as he shall own a majority of the lots in said subdivision, and thereafter he shall be one member of said committee for so long as he shall own one or more lots in said subdivision.

(c) No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines, shown on the recorded plat. No building shall be located nearer than seven (7) feet to any side lot line except that the side line restriction shall not apply to a detached garage, located 50 feet or more from the front lot line.

(d) There shall be no further subdivision of any lot or lots in this tract which will result in the creation of any lot having an area of less than five thousand (5,000) square feet, and no residential structure shall be erected or placed on any lot which has a width of less than fifty (50) feet at the front building setback line.

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No negro, or any person or persons of whose blood or extraction or to any person of the semitic race whose blood or origin of racial description will be deemed to include Armenians, Jews, Hebrews, Persians, Syrians, Greeks and Turks, shall 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.

(g) No trailer, basement, tent shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

(h) No dwelling costing less than Four Thousand Dollars (\$4,000.00) shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive, of one-story open porches and garages, shall be not less than six hundred (600) square feet in the case of a one-story structure nor less than four hundred and fifty (450) square feet in the case of a one and one-half two or two and one half story structure.

(i) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them, until January 1, 1965, at which time, said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the then owners of a majority of the lots, it is agreed to change the said covenants in whole or in part.

(j) If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them, from so doing or to recover damages or other dues for such violation.

(k) Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(l) The parties hereto hereby covenant and agree to execute and deliver such other and further instruments, in writing, if any, as may be necessary, to effectuate the purposes hereof.

In Witness Whereof, the parties hereto have hereunto signed their names and affixed their seals, all on the day and year first hereinbefore written.

Witness as to all parties:

Rebecca A. Keys

Rozier J. Beech (Seal)

Karlton R. Morcombe (Seal)

Dorothy E. Morcombe (Seal)



David R. Kelly	(Seal)
Mae M. Kelly	(Seal)
Felix P. Broussard	(Seal)
Rachel P. Broussard	(Seal)
Sheldon W. Homan	(Seal)
Doris Edna Homan	(Seal)
Harold W. Face	(Seal)
Irma L. Face	(Seal)
R. Clyde Larkin	(Seal)
Helen C. Larkin	(Seal)

State of Maryland, County of Montgomery SS:

I, Rebecca A. Keys, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 26 day of September, 1939, Rozier J. Beech, unmarried, Karlton R. Morcombe, and Dorothy E. Morcombe, his wife, David R. Kelly, and Mae M. Kelly, his wife, Felix P. Broussard and Rachel P. Broussard, his wife, Sheldon W. Homan and Doris Edna Homan his wife, Harold W. Face and Irma L. Face, his wife, and R. Clyde Larkin and Helen C. Larkin, his wife, parties to a certain indenture bearing date the 26th day of September, 1939, and hereto annexed personally appeared before me, in said State and County, the said persons being personally well known to me as the persons who executed said indenture and acknowledged the same to be their act and deed.

Given under my hand and Notarial seal, this 26 day of September, 1939.

Rebecca A. Keys  
Notary Public  
Montgomery  
County, Md

Rebecca A. Keys  
Notary Public  
My commission expires May 5, 1941

*B/H*  
EXAMINED

MAILED TO  
SUBURBAN TITLE AND  
INVESTMENT CORPORATION  
925 15th ST. N. W.  
WASHINGTON, D. C.  
12-5-39

At the request of Bruce Baird and W. Hiles Pardoe, Trustees, the following Deed of Trust, was recorded October 5th, A. D., 1939, at 11:10 o'clock A. M., to wit:

This Deed Made this 2nd day of October, A. D., 1939, by and between Harold W. Phillips, and Marie B. Phillips, His Wife, As Tenants by the Entirety, parties hereto of the first part; and Bruce Baird and W. Hiles Pardoe, Trustees, as hereinafter set forth, parties hereto of the second part:

Whereas, said Howard W. Phillips, and Marie B. Phillips, are justly indebted unto National Savings and Trust Company, Trustee Under The Will of Jacob Franz, Deceased in the full sum of Ten Thousand and no/100 Dollars (\$10,000.00) for which amount they have executed and delivered unto the said National Savings and Trust Company, Trustee Under the Will of Jacob Franz, Deceased, their thirty (30) certain joint and several promissory notes bearing even date herewith, and bearing interest until paid at the rate of four (4) per centum per annum, payable, quarter annually; each instalment of interest to bear interest after maturity at the rate aforesaid; Notes Nos. 1 to 20, both inclusive being for the sum of One Hundred Twenty five Dollars (\$125.00) each, payable, respectively in three, six, nine, twelve, fifteen, eighteen, twenty one, twenty four, twenty seven, thirty three, thirty six, thirty nine, forty two, forty five, forty eight, fifty one, fifty four, fifty seven, and sixty months after date.

Notes Nos. 21 to 25 both inclusive, being for the sum of Five Hundred

*Filed Release Lib 952 To Lib 94*