

703-118  
as amended 5-27-21

8. That if any suit, action or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, to be secured hereby as such and bear full legal interest.

9. That he specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the signature(s) and seal(s) of the parties of the first part on the day and year first above written.

Witness: Thomas J. Holmes (Seal)  
Needham C. Turnage Margaret R. Holmes (Seal)  
as to both parties

(State Tax \$5.70)

District of Columbia, to wit:

I Hereby Certify, That on this ..... day of June 1938 before me, the subscriber, a Notary Public of the District of Columbia and for the District aforesaid, personally appeared Thomas J. Holmes and Margaret R. Holmes, his wife, and they acknowledged the foregoing deed to be their act.

At the same time also personally appeared Charles T. Clayton, Agent of the within-named body corporate, beneficiary, and made oath in due form of law that the consideration of said Deed of Trust is true and bona fide as therein set forth; and also made oath that he is the agent of the Beneficiary and is duly authorized to make this affidavit.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Needham C. Turnage  
Notary Public  
District of  
Columbia

Needham C. Turnage  
Notary Public, D. C.

1/2  
EXHIBIT

to  
1st Title Insurance Co.  
1400 14th Street, N. W.  
Washington, D. C.  
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At the request of the Continental Life Insurance Company, Incorporated, and John R. Reed and Julia deL Reed the following Declaration was recorded June 11th, A. D. 1938, at 10:15 o'clock A. M., to wit:-

Restrictions in Rock Creek Hills as Imposed on the Subdivision by Declaration of The Continental Life Insurance Company, Incorporated, John A. Reed & Julia deL Reed

This Declaration, made this 7th day of June, 1938, by (a) The

Continental Life Insurance Company, Incorporated, as the present owner of all those certain lots and pieces of land designated and described as lots numbered Two (2); Six (6); Seven (7); Eight (8); Nine (9); Ten (10); Eleven (11); Twelve (12); Thirteen (13); Fourteen (14); and Fifteen (15) of Block One (1); (b) John R. Reed and Julia deL Reed as the present owners as tenants by the entireties of Lot Three (3) of Block One (1), all being in and a part of that certain Subdivision known and designated as Rock Creek Hills, in Montgomery County, Maryland, as the same is platted and recorded in Plat Book No. 13, Plat No. 895, one of the land records of said County, Witnesseth:

Whereas, for the purposes of protecting purchasers of lots in said Subdivision from depreciation of the value thereof, and to assure them of uniformity in the development of the surrounding property and facilitating the sale by said owners, or their successors and assigns, of the land in said subdivision by reason of their ability to assure such purchasers of such uniformity and protection against such depreciation; and,

To make certain that said restrictions shall apply uniformly to said lots in said Subdivision to the mutual advantage of said owners and all those who may in the future claim title through them; and,

Whereas, the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration by said owners as those to be imposed by this instrument as aforesaid, and the same appear reasonable and necessary for the protection of all parties interested in said lots.

Now, Therefore, Know All Men by These Presents: That the said owners, Continental Life Insurance Company, Incorporated, John R. Reed and Julia deL Reed, his wife, do hereby establish and impose upon all said lots and land hereinafter described, the following protective restrictions and covenants to be observed and enforced by themselves, as well as by all purchasers of said land and lots, to wit:

1. ~~That no part of said land or lots shall ever be sold to, leased to, or occupied by any person or nationalities other than persons of the white or Caucasian race, or the domestic servants of the occupants thereof.~~
2. No nuisance, advertising sign, noxious, dangerous, or offensive thing shall be permitted, erected, or maintained on said lots, nor shall any hogs, cattle, livestock, or fowls be kept thereon.
3. Said lot or lots shall be used exclusively for detached private dwelling house purposes, and no part of said lots or land, nor any building which may be erected thereon, shall be used for any trade, business, manufacturing, mercantile purposes, or the manufacture or sale of alcoholic beverages.
4. No apartment house, or houses in rows, or semi-detached houses, or houses for the occupancy of more than one (1) family, (servants excepted) shall be erected or maintained upon said lots, or either of them.
5. No line fences or walls of any kind shall be erected or maintained on said lots, or either of them, except growing hedges, or such fences of any ornamental character as may be approved by the Continental Life Insurance Company, Incorporated.
6. No dwelling house, garage, building, or structure of any kind or character, and no alteration of any such building or structure, shall be constructed or altered on said lots, or either of them, unless, and until, complete plans and specifications therefor showing the cost, type and size thereof, materials to be used and location of the building on the lot, shall first be submitted to and approved by the Continental Life Insurance Company, Incorporated.
7. No resubdivision of said lots, or either of them, shall be made or permitted by any subsequent owner thereof without written permission first had and obtained from the Continental Life Insurance Company, Incorporated.
8. The herein enumerated protective covenants shall apply only to said

ts into in the above-mentioned subdivision, and shall run with the land until the first y of y of January, 1938, in any event; and continuously thereafter, unless, and until y proy proposed change shall have been approved in writing by the owners of the legal tie title to all the land or lots on both sides of the street within the block in which loos locsted the property, the use of which is sought to be altered by said proposed ange.ange.

9. The restrictions herein set forth shall run with said land d bind bind the presents owners, their heirs, successors and assigns, and all parties siminaining by, through or under them, and all such owners, their heirs, successors and signsigns, shall comply with and observe said restrictions as to the use of said land d thed the construction of improvements thereon, but no restriction herein set forta shall pers personally binding on any corporation, person or persons, except in respect of encheenches committed during its, his, or their seisin of or title to said land.

10. In order to exercise the authority herein reserved to it, d to d to give the consents provided for herein, said Continental Life Insurance Company, corpcorporated, herety reserves to itself and may hereafter, in its discretion, file an propprropriate notice in the Office of the Recorder of Deeds of Montgomery County, Mary-nd, nd, naming and designating one or more persons, or successors in title, in its place d sted sted to give the consents provided for in the foregoing covenants, and such sub-quentuent party or parties shall have the same legal rights with respect to such covenants were were possessed by the said Continental Life Insurance Company, incorporated, prior the the filing of such notice or substitution of authority.

In Testimony Whereof, on this 7th day of June, 1938, the said ntinentinal Life Insurance Company, Incorporated, has caused these presents to be gned gned in its corporate name by H. A. Bartholomew, its President, attested by A. A. kers,kers, its Secretary, and its corporate seal to be hereunto affixed; and John R. Reed d Juld Julia deL Reed, his wife, have this 7th day of June, 1938, hereunto set their lands d seed seais.

|                 |                            |  |        |
|-----------------|----------------------------|--|--------|
| test:est:       |                            | Continental Life Insurance Company, Inc. |        |
| E. A. E. Ankers | Continental Life Insurance | By H. A. Bartholomew                     | (Seal) |
| ecretetary      | Company, Inc., Rich-       | President                                |        |
|                 | mond, Va., 1914            | John R. Reed                             | (Seal) |
|                 |                            | Julia deL Reed                           | (Seal) |

The undersigned, R. E. Ankers, the duly elected and qualified cratactary of the Continental Life Insurance Company, Incorporated, doe hereby certify at that the foregoing covenants, and the foregoing declaration of restrictions and coven-ts, hts, have been adopted and approved by the Directors of said corporation at a duly lled lled and held meeting thereof.

Witness my hand this 7th day of June, 1938.

|                            |              |
|----------------------------|--------------|
|                            | R. E. Ankers |
| Continental Life Insurance | Secretary    |
| Company, Inc., Rich-       |              |
| mond, Va., 1914            |              |

strictrict of Columbia, SS:

I Herety Certify that on this 7th day of June, 1938, before the bscribriber, a Notary Public, for said District of Columbia, personally appeared H. A. rtholrtholomew, President of the Continental Life Insurance Company, Incorporated, and did knowknowledge the sforegoing declaration f restrictions to be the act and deed of the said ntinentinal Life Insurance Company, Incorporated.

EXAM