

818-390

as amended  
5-27-21

Whereas, by virtue of the provisions of an Act of Congress of the United States of America, known as the Federal Farm Mortgage Corporation Act, approved January 31, 1934, as amended, the said Federal Farm Mortgage Corporation is now the legal holder of the debt secured by said mortgage; and

Whereas, said sum has been fully paid, together with all interest thereon

Now, Therefore, in consideration of the premises and of the payment of the debt hereinbefore recited, said Federal Farm Mortgage Corporation doth release and discharge from the lien of said mortgage all of the lands thereby conveyed, as aforesaid, and for a more accurate description thereof, reference is here made to the aforesaid mortgage.

In Witness Whereof, said Federal Farm Mortgage Corporation has caused its corporate name to be subscribed hereto by Luther E. Rogers, its Vice President and its corporate seal to be hereto affixed and attested by L. R. Ritchie its Assistant Secretary.

Attest:

L. R. Ritchie  
Assistant Secretary  
Federal Farm Mortgage  
Corporation Establish-  
ed 1934

Federal Farm Mortgage Corporation  
By Luther E. Rogers  
Vice President

State of Maryland, City of Baltimore to wit:-

I hereby certify that on this 4th day of March, 1941, before me, the subscriber, a notary public in and for the state and city aforesaid, personally appeared Luther E. Rogers, and L. R. Ritchie Vice President and Assistant Secretary, respectively of the Federal Farm Mortgage Corporation and acknowledged the foregoing deed of release to be the act and deed of said corporation.

My commission expires May 5, 1941.

Given under my hand and Notarial seal this 4th day of March, 1941.

Jeanette B. Jones  
Notary Public  
Baltimore  
Md.

Jeanette B. Jones  
Notary Public

EXAMINED

Mailed to:  
J. S. Cason,  
21 E Investment Bldg.  
Wash. D. C.  
5-13-41

At the request of The Continental Life Insurance Company, Incorporated, the following Declaration was recorded March 21st A.D. 1941, at 10:56 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

This Declaration, made this 18th day of March, 1941, by 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 One (1) to Nine (9), both inclusive, of Block Nine (9), 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. 22, plat 1372, 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 owner, or its 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 restriction shall apply uniformly to said



lots in said subdivision to the mutual advantage of said owner and all those who may in the future claim title through it; and,

Whereas, the covenants and restrictions hereinafter set forth have been duly adopted after careful consideration by said owner 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 owner, Continental Life Insurance Company, Incorporated, does hereby establish and impose upon all said lots and land hereinbefore described, the following protective restrictions and covenants to be observed and enforced by itself, 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 nationality other than persons, of the white or Caucasian race, domestic servants of owner excepted.~~

(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 not 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 of owner 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 an ornamental character as may <sup>be</sup> 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 lots in the above mentioned subdivision and shall run with the land until the first day of January, 1958, in any event; and continuously thereafter, unless and until any proposed change shall have been approved in writing by the owners of the legal title to all the land or lots on both sides of the street within the block in which is located the property the use of which is sought to be altered by said proposed change.

(9) The restrictions herein set forth shall run with said land and bind the present owner, its successors, and assigns, and all parties claiming by, through or under it, and all such owners, their heirs, successors, and assigns, shall comply with and observe said restrictions as to the use of said land and the construction of improvements, thereon, but no restriction herein set forth, shall be personally binding on any corporation person or persons except in respect of breaches committed during its, his, or their seisin of or title to said land.

(10) In order to exercise the authority herein reserved to it, and to give the consents provided for herein, said Continental Life Insurance Company, Incorporated



hereby reserves to itself and may hereafter at its discretion, file an appropriate notice in the office of the Recorder of Deeds of Montgomery County, Maryland, naming and designating one or more persons or successors in title in its place and stead to give the consents provided for in the foregoing covenants, and such subsequent party or parties shall have the same legal rights, with respect to such covenants as were possessed by the said Continental Life Insurance Company, Incorporated prior to the filing of such notice or substitution of authority.

In Testimony Whereof, on this 18th day of March, 1941, the said Continental Life Insurance Company, Incorporated, has caused these presents, to be signed, in its corporate name by H. A. Bartholomew, its President, attested by R. E. Ankers, its Secretary, and its corporate seal to be hereunto affixed.

Attest:

R. E. Ankers  
Secretary

Continental Life Insurance Company Inc.  
Richmond 1914

Continental Life Insurance Company, Inc.  
By H. A. Bartholomew  
President

The undersigned, R. E. Ankers, the duly elected and qualified Secretary of the Continental Life Insurance Company, Incorporated does hereby certify that the foregoing covenants, and the foregoing declaration of restrictions and covenants have been adopted and approved by the Directors of said corporation at a duly called and held meeting thereof.

Witness my hand this 18th day of March, 1941.

Continental Life Insurance Company, Inc.  
Richmond 1914

R. E. Ankers  
Secretary

District of Columbia, ss:

I hereby Certify that on this 18th day of March, 1941, before the subscriber, a Notary Public for said District of Columbia, personally appeared H. A. Bartholomew, President of the Continental Life Insurance Company, Incorporated, and did acknowledge the foregoing declaration of restrictions to be the act and deed of the said Continental Life Insurance Company, Incorporated.

In Testimony Whereof, I have affixed my hand and official seal this 18th day of March, 1941.

F. Kathleen Poore  
Notary Public  
District of Columbia

F. Kathleen Poore  
Notary Public, D.C.  
My commission expires May 15, 1944

B.P.  
EXAMINER

Mailed to  
John E. Oxley  
Rockville, Md.  
5-13-41

At the request of John E. Oxley, <sup>Trustee</sup> the following Deed was recorded March 21st A.D. 1941, at 10:56 o'clock A.M. to wit:-

This Deed made this 19th day of March, A.D., 1941, by Eugene Selby and Alverta Ward Selby, his wife, parties of the first part, to John E. Oxley, Trustee as herein after set forth, party of the second part, all of Montgomery County, Maryland,

Witnesseth, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration receipt of which is hereby acknowledged, the said Eugene Selby and Alverta Ward Selby, his wife, do hereby grant unto John E. Oxley, Trustee,