

and being in Frederick County, State of Maryland, in the town of Brunswick, designated as Lot Number Two (2) in Block Number One (1) as shown on the plat of Block Number One (1) of The Real Estate and Improvement Company's subdivision of part of Brunswick, recorded in Liber D.H.H. No. 15, folio 532, one of the Land Records of Frederick County, and Whereas the said James E. Cummings and Mae P. Cummings, his wife, have agreed and do hereby agree to purchase a portion of said lot, which portion the said Odin P. Eichelberger and Janie B. Eichelberger, his wife, are about to convey unto the said Cummings and wife, and Whereas as a portion of the consideration of the purchase of said part of said lot, it was understood and agreed by and between the said Eichelberger and the said Cummings and wife, that he the said Eichelberger would not build or erect any structure, or permit any other person to build or erect any structure, on the remaining portion of said lot, without the consent of the said Cummings and wife being first had and obtained, in view of the obstruction which any building or structure erected of said remaining portion of said lot would make to the dwelling now erected on the portion of said lot so to be sold to and purchased by the said Cummings and wife. NOW THEREFORE, in consideration of the above recited premises, and of the sum of five dollars, the receipt of which is hereby acknowledged, I the said Odin P. Eichelberger do hereby covenant and agree with the said James E. Cummings and Mae P. Cummings, his wife, that by reason of their purchase of a portion of the lot of ground above described, I will not build or erect any structure, or permit any other person to build or erect any structure on the remaining portion of said lot, without the consent of the said Cummings and wife being first had and obtained. And in the event of a conveyance of the remaining portion of said lot to any person or persons whomsoever, I the said Odin P. Eichelberger will cause to be inserted in the deed or conveyance conveying said remaining portion of said lot, a provision or restriction that no building or other structure shall be erected on said remaining portion of said lot without the consent of the said Cummings and wife being first had and obtained. And it is further hereby agreed, and I the said Odin P. Eichelberger do hereby covenant and agree that the covenants and agreements herein contained shall be binding on my heirs and assigns, so as to run with the land, and shall be in favor of the assigns and heirs of the said James E. Cummings and Mae P. Cummings, his wife, who, or any of whom shall have and possess the same rights of action and legal remedies under this agreement as the said James E. Cummings and Mae P. Cummings, his wife.

Witness my hand and seal the day and date above written.

Witness:-T. E. Smith

Odin P. Eichelberger

(Seal)

State of Ohio, Summit County, to-wit:-

I hereby certify that on this 18th day of Dec. in the year Nineteen hundred and twenty before me the subscriber a Notary Public of the State of Ohio, in and for the County aforesaid, duly commissioned and qualified, personally appeared Odin P. Eichelberger, and acknowledged the foregoing sealed instrument to be his act and deed.

Witness my hand and Seal Notarial the day and date above written.

Place of
Notarial
Seal

T. E. Smith

STATE OF MARYLAND, FREDERICK COUNTY, to-wit:--

I hereby certify that the foregoing is a true copy of the Original Agreement from Odin P. Eichelberger to the Parties as Recorded in Liber No. 333 Folio 476, one of the Land Records of Frederick County, Maryland.

Place of
Court
Seal

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Frederick County, at Frederick, Maryland, this 31 day of March A. D., 1953.

Ellis C. Wachter
Clerk of the Circuit Court for Frederick County, Maryland.