

Preservation of Historic Winc., Inc.
TO :: DEED AND DEED OF ASSUMPTION
M.A.M., Inc..

No. 913

Tax \$ 75.00

Deliv. from Hand

10/8/80

NOV 161 PAGE 235

THIS DEED and DEED OF ASSUMPTION, made and dated this *27TH* day of
AUGUST, 1979, by and between PRESERVATION OF HISTORIC WINCHESTER,
INC., a Virginia corporation, hereinafter called the Grantor, and M.A.M., INC.,
a Virginia corporation, hereinafter called the Grantee.

WITNESSETH: That in consideration of the sum of Ten Dollars
(\$10.00) and other valuable considerations paid the Grantor by the Grantee
on or before the delivery of this deed, the receipt of all of which is hereby
acknowledged, the Grantor hereby grants, sells and conveys, with general
warranty of title, unto the Grantee, in fee simple, the following real estate,
together with all improvements and appurtenances thereto belonging and subject
to all easements and legally enforceable restrictions and reservation of
record affecting such realty:

All of that certain lot or parcel of land, lying and being
situate in the City of Winchester, Virginia, on the northwest
corner of South Cameron (Market) and East Monmouth Streets,
fronting on the west side of said South Cameron Street
Sixty-Seven (67) Feet, Six (6) Inches, more or less, and
extending west along, and parallel with, said East Monmouth
Street Fifty-Eight (58) Feet, Ten (10) Inches, more or less,
improved by a brick building, designated as Nos. 521 and 523
South Cameron Street.

LESS AND EXCEPT that certain parcel of land located on the
West side of South Cameron Street, fronting twenty-two (22)
feet on said South Cameron Street, and extending Westward
fifty-eight (58) feet, ten (10) inches, more or less, adjoining
on the North the realty belonging to the Estate of Dr. Charles
Anderson, deceased, SUBJECT TO a right of way four (4) feet
wide extending from South Cameron Street through the realty
herein, which was conveyed from Paul L. Massey and Sara J.
Massey, his wife, to Joseph L. Massey and Esther V. Massey,
his wife, by deed dated April 15, 1955, of record in the Clerk's
Office of the Circuit Court for the City of Winchester, Virginia,
in Deed Book 83, at Page 40.

This is the same real estate which was conveyed to the Grantor
herein by deed from Paul L. Massey and Sara J. Massey, his wife,
of record in the Clerk's Office of the Circuit Court of the
City of Winchester, Virginia, in Deed Book 159, at Page 788,
which deed is dated June 1, 1979.

The above described property is specifically subject to the
following covenants, conditions and restrictions which shall
apply to the Grantee, its heirs and assigns, as restrictive
covenants running with the land:

1. The Grantee, its successors and assigns agree to maintain
and repair all Victorian wooden trim. This includes brackets,
cornices, window sash and porch balusters. Any replacements
must be duplicates of existing parts.

2. The Grantee, its successors and assigns agree that there will be no sandblasting of brick or woodwork.
3. The Grantee, its successors and assigns agree that there will be no mechanical cleaning of mortar joints.
4. The Grantee, its successors and assigns agree that all utility lines coming into the building should be grouped and limited to single service entrance. TV antennas should be eliminated and replaced with central TV cable service. Any other antenna placement arrangements must be approved by the Preservation of Historic Winchester Steering Committee.
5. The Grantee, its successors and assigns agree to the following first floor facade treatment:
 - a. A six-panel wood door is to be placed on the left-hand bay entrance.
 - b. All existing signs shall be removed and replacement signs are to be of a design approved by the Preservation of Historic Winchester Steering Committee.
 - c. Window treatment: A wooden bay window of proper design and proportion may be placed on the second from right bay, or an appropriate six over six wooden window sash may be placed on the second from left bay. Either design must be approved by the Preservation of Historic Winchester Steering Committee.
6. The Grantee, its successors and assigns shall replace the missing iron railing on the first floor entrance stoop to match the existing iron railing.
7. The Grantee, its successors and assigns shall not install aluminum siding, front storm and screen doors. If metal storm windows are used, they must be painted to match the trim.
8. The Grantee, its successors and assigns shall choose paint colors from Preservation of Historic Winchester, Inc. recommended combinations or those approved by the Preservation of Historic Winchester Steering Committee.
9. The Grantee, its successors and assigns agree to change the first floor window on the south side of the building to a six over six wooden sash window.
10. The Grantee, its successors and assigns agree that the outside front lighting fixtures must be approved by the Preservation of Historic Winchester Steering Committee.
11. The Grantee, its successors and assigns agree to rebuild and maintain the chimney on the south side to match the existing north side chimney.
12. No construction, alteration, remodeling or destruction shall be permitted on or to the property which would affect any improvement to the property (including shrubbery and trees) visible from any street or would affect the exterior of any building, without written permission of Preservation of Historic Winchester or unless permitted herein.

13. The property shall not be sold, leased or otherwise transferred (except by gift) unless first offered in writing to Preservation of Historic Winchester. If Preservation of Historic Winchester does not accept such offer within thirty (30) days, the property may be sold within one (1) year thereafter upon and only upon the terms contained in the written offer to Preservation of Historic Winchester. Thereafter, before the premises may be sold, leased, or transferred, it must first be reoffered to Preservation of Historic Winchester, Inc., as if the first offer had never been made.
14. Repairing and replanting of damage to the presently existing house and lot resulting from fire or other casualty or from wear and tear shall be permitted, provided it is performed in a manner which would not alter the appearance of the house or lot as of this date.
15. The Grantee shall commence restoration of the property within twelve (12) months from this date and shall complete the restoration within eighteen (18) months from this date. If such restoration has not been commenced within the said twelve (12) month period or if Grantee attempts to sell said property before commencing restoration, then Preservation of Historic Winchester shall have the right any time thereafter to repurchase the property for the same purchase price paid by the Grantee, by giving written notice of same with closing being within sixty (60) days after such notice is given.
16. At all times the property shall be maintained in good condition.
17. The property, including the buildings, shall be open at least one (1) day every five (5) years to the public from 10:00 a.m. to 5:00 p.m. on a single day to be selected by Preservation of Historic Winchester, and consented to by the Grantee, which consent shall not unreasonably be withheld.
18. Preservation of Historic Winchester may inspect the property at reasonable times upon giving reasonable notice.
19. Where permission is required to be obtained from Preservation of Historic Winchester, the permission shall be valid only if signed by its President or the Chairman of its Steering Committee.
20. If any restrictive covenant is violated, Preservation of Historic Winchester, after giving reasonable notice to the record owner of the property, may (a) institute a suit to enjoin by ex parte, temporary and/or permanent injunction which violation, to require the restoration of the premises to its prior condition, (b) may enter upon the premises, correct any such violation, and hold the record landowner responsible for the cost thereof, and (c) may take any other legal action available to it.
21. Preservation of Historic Winchester may convey the servitudes hereby conveyed to some other charitable organization for the same general purposes, however, that since it is the public policy of the Commonwealth of Virginia that such servitudes be perpetual, in no event shall the rights of Preservation of Historic Winchester be conveyed in any way to the Grantee, its successors and assigns, nor may Preservation of Historic Winchester or its successor quitclaim or in any way release the restriction hereby imposed.

If Preservation of Historic Winchester, Inc. (a) be dissolved or in any other way cease its corporate existence, or for any other reason be unable to act to enforce the restrictions provided for herein, or (b) acquire fee simple title to the land subject to this servitude, then all rights of Preservation of Historic Winchester, Inc., in the foregoing servitude shall automatically vest in the Virginia Historic Landmarks Commission.

The realty herein conveyed is subject to a deed of trust which was executed by the Grantor herein to Thomas J. Chasler, Trustee, recorded in the Clerk's Office of the Circuit Court of the City of Winchester, in Deed Book 159, at Page 791, which deed of trust secures the payment of a bond in the principal sum of \$31,875.00, bearing even date therewith, payable to Paul L. Massey and Sara E. Massey, at 618 S. CAMERON ST. WINCHESTER, VIRGINIA, at the rate of Six Hundred Thirty-Eight Dollars and Seventy-Two Cents (\$638.72) per month, which includes principal and Seven and One-Half per centum (7 1/2%) per annum interest, beginning on the 1ST day of SEPTEMBER, 1979, and continuing on the same day of each succeeding month thereafter until paid. If not sooner paid, however, total indebtedness is due and payable five years from the date thereof. The Grantee herein, as evidenced by its joining in this instrument and as part of the consideration for the conveyance, hereby agrees to assume th payment and discharge of the aforementioned indebtedness, and to save the Grantor harmless by reason of the Grantee herein failing to discharge said indebtedness. The unpaid principal balance of said bond as of August 27, 1979, is Thirty Thousand Nine Hundred Ninety-Three Dollars and Twenty-Five Cents (\$30,993.25).

The Bondholders join in this instrument as evidencing their consent to the abovementioned assumption.

Except as noted above, the Grantor covenants that it has a right to convey said property to the Grantee; that it has done no other act to encumber said property; that it will execute such further assurances of title to said property as may be requisite; that it is seized in fee simple of the property conveyed; and that the Grantee shall have quiet possession of said property free from all encumbrances.

WITNESS the following signatures and seals:

PRESERVATION OF HISTORIC WINCHESTER, INC.

By Katherine G. Rockwood (SEAL)
President
M.A.M., INC.

By Richard L. Massey (SEAL)
President
Paul L. Massey (SEAL)
PAUL L. MASSEY

Sara E. Massey (SEAL)
SARA E. MASSEY

STATE OF VIRGINIA

County OF FREDERICK, To-wit:

I, JACK M. PHILLIPS, a Notary Public, in and for the State and County aforesaid, do hereby certify that

KATHERINE G. ROCKWOOD, President, Preservation of Historic Winchester, Inc., whose name is signed to the foregoing deed bearing date the 27th day of AUGUST, 1979, has this day personally appeared before me and acknowledged the same.

Given under my hand this 27th day of AUGUST, 1979.

My commission expires April 9th 1980.

Jack M. Phillips
Notary Public