



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

**48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895**

**(317) 882-7210 Office • (317) 888-7201 Fax**

**[www.move2indy.com](http://www.move2indy.com)**

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

**The information is deemed reliable, but not guaranteed.**

Keiji in Key Folder #3119

57413

Plat Book  
24 pp.91-95  
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Recorded  
Sept. 10, 1927  
-62-

"SUNCREST ADDITION" I, the undersigned hereby certify that the within Plat of "SUNCREST", an Addition to the City of Indianapolis is true and correct and represents a subdivision of the following described tract of land in Marion County, State of Indiana:-

Being parts of north west and north east 1/4 respectively of Section 25, Township 15 North, Range 4 East; being more particularly described as follows:

Beginning at a point on the north line of said Section, two hundred and ninety three feet and seven tenths (293.7) East of the northwest corner of said section; thence east along the north line of said Quarter Section, twenty four hundred two feet and six tenths (2402.6') to the northeast corner north west quarter Section; thence continuing East along the north line of said Section, four hundred seventy nine feet and seven tenths (479.7'); thence south along the line parallel to the east line of the north west quarter, twelve hundred and ten feet (1210); thence west and parallel to the north line north east Quarter, One Hundred eighty feet (180'); thence south and parallel to the east line north west quarter eleven hundred forty six feet and one tenth (1146.1') to a point on the center line of Michigan Road; thence Northwest along the center line of Michigan Road, three hundred seventy three feet and seven tenths (373.7') to a point being the intersection of the East line north west quarter Section with the center line of the Michigan Road; thence continuing North west along the center line of the Michigan Road, twenty nine hundred ninety feet and five tenths (2990.5') to a point; thence north two hundred eighty nine feet and six tenths (289.6') to a point, the place of beginning, containing 86.92 acres more or less.

N. J. McClure (Engineer)

We, the undersigned, E. H. Mote and Lucretia H. Mote, his wife, and W. A. Edwards, Jr., and Cleo P. Edwards, his wife, owners of Lots 30, 31, 32, 33, 34 35 in Block 17 hereby certify that they have laid off platted and subdivided and do hereby lay off, plat and subdivide into lots and streets in accordance with the within Plat the above described real estate. The subdivision to be known and designated as "SUNDREST ADDITION". The streets not heretofore dedicated are hereby dedicated to the public.

Said property and use thereof by present and future owners or occupants shall be subject to the following conditions and restrictions which shall run with the land, to-wit:-

1. Front & Side Yard Lines. The undersigned owners hereby establish front yard lines as designated on this plat; the location of these lines on the various lots is shown on the attached plat in feet back from the property lines of the several streets and between said front yard lines as shown and the property lines of the streets as established in said Plat there shall be erected or maintained no buildings or structures of any character other than open one story front porches, which may extend into the front yard up to ten feet. No building or any part thereof shall be built within four (4) feet of any side line of any lot dividing or separating said lot from another lot, except that in any case where the

same person owns two adjoining lots not separated by the four foot easement for utilities etc. as shown on the attached plat such owner may build a residence across the dividing line between such lots so owned or to coincide with or be nearer than four (4) feet to such dividing line provided that in no case shall any residence be erected nearer to another residence than eight (8) feet or nearer than six (6) feet to a side line which is a property line along a street. If the same person owning two adjoining lots should build a residence across coincident with or nearer than four (4) feet to this line dividing such lots, then no other dwelling shall be erected on either of said lots.

Garages when not attached to residence must be built on rear half of lot and not less than 20 feet from a side line which is a property line along a street.

2: Public Utilities Easements. There are strips of ground four (4) feet in width as shown on this plat hereby reserved for use of public utilities (such as water, telephone, telegraph, gas and electric companies, but not including street car or transportation companies) for installation and maintenance of mains poles, ducts and wires. No permanent or other structures shall be erected or maintained by any lot owner on such strips and all lot owners shall take and hold their titles subject to the rights of said public utility companies and the rights of the owners of the other lots in subdivision to the easement herein granted for ingress and egress, in, along, across and through the several strips of ground herein described.

3: Buildings. Only one single house for family residence purposes, costing not less than \$2500, exclusive of garage, wether attached or detached may be erected on any one lot in this subdivision, except where one person owns two lots and builds a residence across the line dividing such lots as hereinbefore provided. No business or manufacturing structure public garage, apartment, terrace, flat, duble house or duplex shall be erected on any of said lots. Except a two family house may be built on any corner lot having an area of not less than 6400 Square feet. Lots #1 to #6 inclusive and lots #28 to #33 inclusive in Block #1; Lots #10 to #15 inclusive, Block #15; Lots #20 to 25 inclusive Block #16; Lots #10 to #15 inclusive, Block #6; Lots #10 to #14 inclusive Block #7, may be used for business. No temporary dwelling shall be erected or placed upon any of said lots and no garage shall be used for dwelling purposes prior to the erection of a permanent dwelling on the lot upon which such garage may be constructed.

4: Racial Restrictions: The ownership and occupancy of lots or buildings in this subdivision are restricted to members of the pure white caucasian race and person except members of the pure white caucasian race shall acquire title to or occupy any lot or building or any part of any lot or building in this subdivision, as owners, tenant, roomer or otherwise, except that the white occupant of any lot or lots or residence building thereon may permit his domestic servant or servants not of the pure white caucasian race to occupy a room or rooms in his residence building or in the garage adjacent to his residence building during the time of such domestic service.

If any deed, instrument or arrangement shall be made attempting to convey or permit the occupancy of any lot or building, or part of any lot or building in said subdivision to or by any person not of the pure white caucasian race (except for domestic service as above provided) the execution of any such deed or other instrument or the making of any such arrangement shall cause the forfeiture except as against a bona fide mortgagee, to the undersigned respective owners.

5: Injunction Relief: The right to enforce these conditions and restrictions by injunction, together with the right to cause the removal by process of law of any building erected in violation thereof is hereby dedicated to the public and is also reserved to the several owners of the several lots in this subdivision, and thier assigns, who shall be entitled to such injunction relief without being required to show any damages of any kind to such owner or owners by or through any such violation.

6: Termination of Restrictions. The conditions and restrictions specified in Clauses 1, 3 and 4, hereinabove shall expire and be ineffective from and after January First, 1960.

E. H. Mote                      William A. Edwards, Jr.  
Lucretia H. Mote              Cleo P. Edwards

COUNTY OF LAKE )

SS

STATE OF FLORIDA)

Personally appeared before me, a Notary Public in and for said County and State, E. H. Mote, and Lucretia H. Mote, his wife, separately and severally acknowledged the execution of the above and foregoing certificate as his and her voluntary act and deed for the uses and purposes therein described.

Witness my hand and Notarial seal this 29th day of January 1927.

L. M. Johnson

Notary Public, County of  
Lake, State of Florida

My commission expires March 15, 1927.

STATE OF INDIANA)

SS

COUNTY OF MARION)

Personally appeared before me, the undersigned a Notary Public in and for said County and State, Wm. A. Edwards, Jr., and Cleo P. Edwards, his wife, owners of Lots 30, 31, 32, 33, 34, 35 in Block 17 separately and severally acknowledged the execution of the above and foregoing certificate as his and her voluntary act and deed for the uses and purposes therein described.

Witness my hand and Notarial seal this 8th day of March 1927.

Charles K. McCormack

Notary Public, (LS)

My commission expires June 27, 1927.

Approved this 30 day of Mar. 1927.

City Plan Commission

G. G. Schmidt

J. Ray Monaghan

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Approved this 30th day of March 1927.

City Civil Engineer

Chester C. Oberleas

Approved this 30 day of Mar. 1927.

Board of Public Works

L. H. Trotter, Pres.

O. Hack

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ABSTRACTER'S NOTE: An examination of the above cited Plat discloses the fact that the lots in Block 6 are numbered consecutively from 1 to 20 both inclusive, 22, 23, 24 and 24; thus omitting Lot 21 and showing two Lots numbered 24.

Mtg. Record  
755 page 269  
Oct. 16, 1919  
Recorded  
Oct. 31, 1919  
-64-

Melissa E. Sloan, unmarried

to

The Columbian Insurance Company  
of Indiana.

Mortgage

That part of the north west quarter and part of the west half of the north east quarter of Section 25, Township 15 North of Range 3 East, described as follows:-

Beginning on the north line of said Section at a point 479.70 feet east of the north west corner of said north east quarter; thence south parallel with the west line of said quarter section 1210 feet to a point; thence west parallel with the north line of said quarter section 180 feet; thence south parallel with the west line of said quarter section 1143 feet to the center of the Michigan Road; thence North west along the center of said Road to a point at the intersection of said Road with the middle North and South line of said section; thence continuing north west along the center of said road 2990.93 feet to a point; thence north 283.80 feet to the north line of said section and at a point 293.70 feet east of the north west corner of said north west quarter; thence east along the north line of said Section 2880.20 feet to the beginning, containing 87.12 Acres more or less.

To secure the payment when the same shall respectively become due of one principal note of \$16,000.00 evidencing an actual loan of money of even date herewith and 5 interest coupons thereto attached for \$480.00 each due respectively each 6 months thereafter said principal and interest notes bear interest at the rate of 8 per cent after maturity and 5 per cent attorney's fees.

The Mortgagor reserves the right to prepay this loan in sums of \$100.00 or any multiple thereof at any interest paying period after 2 years from date hereof, all payments made to be endorsed upon the principal note and the coupon or subsequent interest to be proportionately reduced in amount.

Mortgagors agree at any time to accept partial payments of \$200.00 each or any multiple thereof on this loan with interest to date of payment, on the