

MURPHY'S SUB.

#92571 A Subdivision of Part of the Northeast Quarter of the Southeast Quarter of Section 26, Township 6 South, Range 10 West described as follows:

Commencing at a point on the East line of Rotherwood Avenue which is twenty-five (25) feet East of the West line and one thousand and eleven (1011) feet South of the North line of said quarter quarter section thence East two hundred thirty-seven and three-tenths (237.3) feet thence at right angles North one hundred fifty-four (154) feet, thence West two hundred thirty-seven and three tenths (237.3) feet, thence South one hundred fifty-four (154) feet to the place of beginning.

A strip 25 feet off the south side of the above described real estate is reserved for a street and a strip six (6) feet in width off the north side of said real estate is reserved for an alley.

State of Indiana)
Vanderburgh County) SS:

Before me, a notary public in and for said state, Floyd Murphy and Hallie Murphy, husband and wife, the owners and subdividers, personally appeared and acknowledged the execution of this plat.

Floyd Murphy, Owner
Hallie Murphy, Owner

Witness my hand and seal, this 6th day of Nov. 1939.

My commission expires June 16, 1943. (Seal)

Isabella Sullivan, Notary Public

The Undersigned Civil Engineer and Surveyor hereby certifies that the above plat is a correct drawing of a Survey made according to the above description.

Charles E. Day.

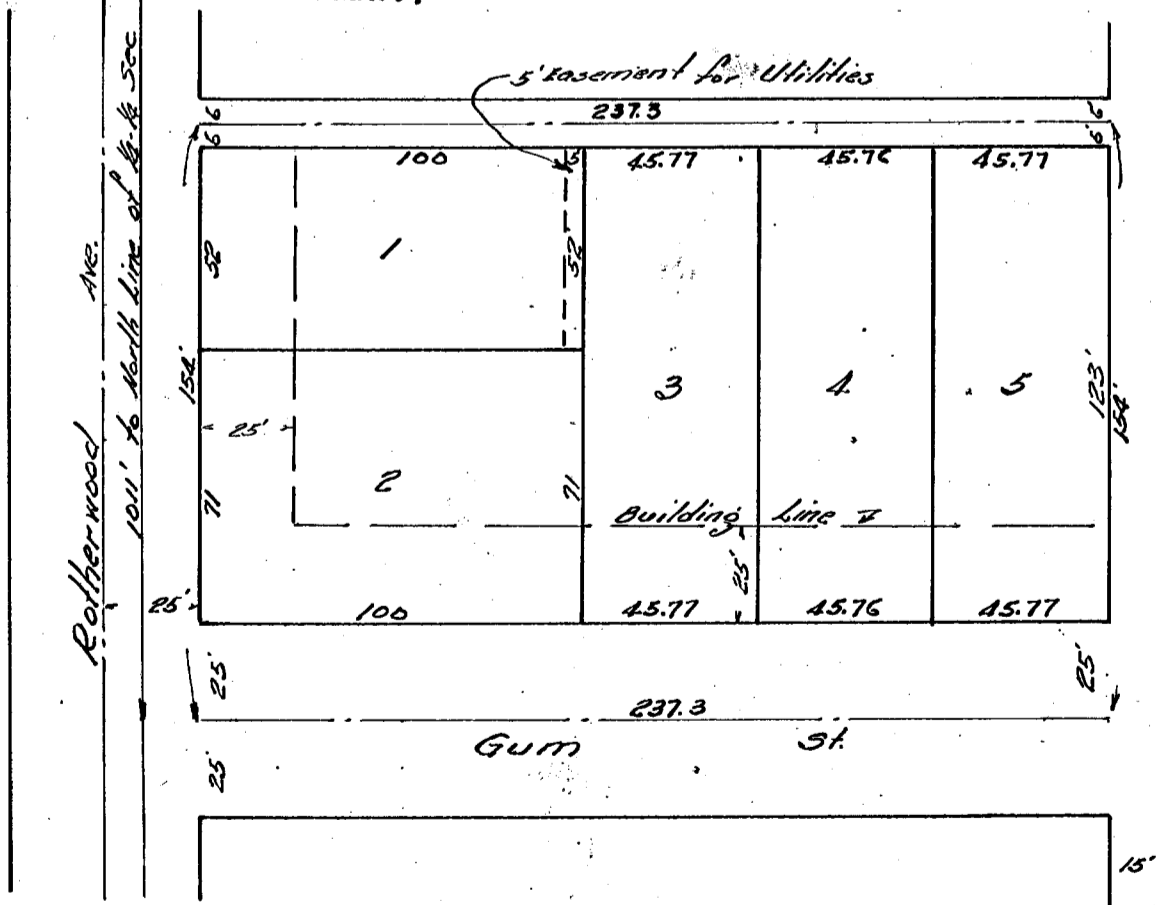
Approved by City Plan Commission of Evansville, Ind.

on condition that survey is correct, Nov. 22, 1939.

Plat Record No 1 Page 32. H. M. Dickmann, Pres.

Restrictions of Murphy's Subdivision

1. All lots shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two (2) cars.
2. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any side lot line except that said side line restriction shall not apply to a detached garage or other out-building located fifty (50) feet or more from the front lot line. However, when two (2) or more lots are purchased for the purpose of erecting one dwelling house on such two or more lots, said dwelling house may be located within five (5) feet of the property line of any adjoining proprietor.
3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 45 feet at the front building setback line.
4. No retail nor wholesale shop or store shall be erected nor any business nor industry nor any obnoxious or offensive trade shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No intoxicating liquors may be manufactured or sold on the premises.
5. No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.



6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected into the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. No dwelling costing less than \$4000.00 shall be permitted on any lot.
8. An easement is reserved over five (5) feet along the east line of lot one (1) for utility installation and maintenance to lot Two (2).
9. These covenants and restrictions herein are to supersede any previous covenants or restrictions and are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965.
10. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. In Witness Whereof, said parties have hereunto set their hands and seals this 6th day of November, 1939.

Floyd Murphy (Seal) Hallie Murphy (Seal)

State of Indiana, Vanderburgh County, SS:

Before me, the undersigned, a notary public within and for Vanderburgh County, State of Indiana, on this 6th day of November, 1939, came the within named Floyd Murphy and Hallie Murphy, husband and wife, and acknowledged the execution of the foregoing instrument.

Witness my official hand and seal.

My commission expires June 16, 1943.

RECORDED.....NOVEMBER.....25, 1939.

(Seal)

Isabella Sullivan, Notary Public.

Joseph A. B... R.V.C.