

lease until such time as they may be able to dispose of the cottage and other structures upon the Lot, and that at such time the Bank will assign the lease to the person or persons to whom the cottage and other structures are conveyed.

Upon examination of this lease I find that the same has been properly executed by you as Superintendent of Public Works acting for and on behalf of the State of Ohio, and by the Millersport Bank Company acting by the hand of its Cashier pursuant to the authority of the resolution of the Board of Directors of said Bank duly adopted under date of September 28, 1938.

Upon the consideration above noted, I am approving this lease as to legality and form as is evidenced by my approval indorsed upon the lease and upon the duplicate and triplicate copies thereon, all of which are herein enclosed. With this I am also enclosing a copy of the lease executed to Cora B. Walters, which lease is referred to in this opinion.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

3274.

STATUS—ABSTRACT OF TITLE AND OTHER INSTRUMENTS.
STATE OF OHIO, THROUGH THE OHIO STATE ARCHAEOLOGICAL AND HISTORICAL SOCIETY, DESCRIBED TRACT OF LAND, VILLAGE OF RIPLEY, BROWN COUNTY, OHIO, AL HATFIELD, GRANTOR, PROPOSED PURCHASE PRICE, \$5,000.00.

COLUMBUS, OHIO, November 19, 1938.

The Ohio State Archaeological and Historical Society, Ohio State Museum Building, Columbus, Ohio.

GENTLEMEN: You recently submitted for my examination and approval an abstract of title and supplement thereto, warranty deed, contract encumbrance record No. 24 and other files relating to a tract of land which is owned of record by one Al Hatfield in Union Township, Brown County, Ohio, and which is more particularly described as follows:

Beginning at a point in the Township Road, leading from Second Street, in the Village of Ripley, Ohio; thence S. 43° E., passing a stake at five (5) feet, 91.07 rods to a post; thence S.

35½° W. 2.00 rods; thence S. 2¾° W. 14.20 rods; thence S. 12¼° E. 18.44 rods,, corner to John Shafer; thence with said Shafer's line S. 79° W. 19.16 rods to a stake; thence S. 67° W. 5.20 rods, corner to Krummert; thence up the hill N. 22¾° W. 9.68 rods to a stake; thence N. 21¾° W. 25.48 rods to a post, corner to Krummert; thence S. 67° W. 8.68 rods to a stake, corner to Tilton; thence N. 27¾° W. 6.72 rods to a stake; thence N. 23½° W. 14.60 rods to a stake; thence N. 39¾° W. 13.72 rods to a stake; thence N. 42° W. 20.68 rods to a post, corner to August Miller; thence with said Miller's line N. 56½° E. 2.52 rods; thence N. 60¾° E. 25.90 rods, corner to August Miler; thence with another of Miller's lines N. 30° W. 8.28 rods; thence N. 25° W. 13.80 rods to a point in the center of said Township Road; thence with the center of said Road N. 82° E. 3.72 rods to the place of beginning, containing 20.02 acres of land more or less.

This being a portion of the land conveyed to Al Hatfield by Flora Montgomery by warranty deed dated February 29, 1928, and recorded in Deed Book No. 20, page 373, of the records of deeds of said Brown County, Ohio.

This abstract of title, deed and other files likewise relate to and cover certain easements and rights of way which are set out and described in said deed as follows:

"FIRST: Beginning at a point in the Township Road, leading from Second Street, in the Village of Ripley, Ohio; thence S. 61° -38' E. 69.0 ft.; thence S, 33° -38' E. 240.0 feet; thence S. 36° -13' E. 125.0 ft.; thence S. 38° -47' E. 300 ft.; thence S. 41° -02' W. 140.2 ft.; thence S. 52° -45' W. 82.5 ft. to the land described in the foregoing deed. Being a strip of land 20 feet in width.

SECOND: Beginning on Fourth Street, in the Village of Ripley, Ohio; thence N. 65° -30' E. 425 ft. to the above described tract of land.

Being a strip of land 20 ft. in width, and bounded on the right by Out-Lot No. 11 and the lands of Jacob Krummert, and on the left by Out Lot No. 12 and the lands of Orvil Tilton.

THIRD: Beginning on the Ripley-Hillsboro Pike; thence N. 24° -00' W. 495 feet to the above described land.

Being a strip of land 15 feet in width, bounded on the right

by the land of Mrs. Cyril Brown and Mrs. Roy Trapp, and on the left by Roy Johnson.

Said rights-of-way passing to Al Hatfield by said deed mentioned above from Flora Montgomery.

Upon examination of the abstract of title and supplement therewith submitted, I find that said Al Hatfield has a good and indefeasible fee simple title to the tract of land first above described, as well as to the parcels of land upon which said right of way easements are granted; and that he owns and holds this land free and clear of all encumbrances except the taxes on this property for the last half of the year 1937 and the undetermined taxes on the property for the year 1938 and except certain mortgages hereinafter referred to. The taxes on the above described property, which, of course, are a lien upon such property, are assessed on certain tracts and parcels of land owned by Mr. Hatfield, which in the aggregate are somewhat larger than the tract and parcels of land above described in the deed hereinabove set out. The taxes on the property above described should be apportioned and segregated by the County Auditor and provision should be made for the payment of these taxes before the transaction for the purchase of this property is closed.

As above indicated the property hereinabove described as a part of a larger acreage therein included, as well as certain other tracts of land with which we are not concerned, is subject to the lien of two mortgages executed by Al Hatfield and Rosa Hatfield, his wife, to the Citizens National Bank of Ripley, Ohio. The first of these mortgages was executed under date of August 18, 1928, for the purpose of securing, presumably, a promissory note of even date therewith in the sum of \$2017.05. This mortgage has not been canceled or otherwise released of record and the same is a lien on the above described property to the extent of the amount of money unpaid upon the promissory note secured by this mortgage, together with interest thereon. The second mortgage here referred to is one executed by said Al Hatfield and wife to the bank above named under date of May 26, 1931. This mortgage was executed for the purpose of securing the payment of a promissory note of even date therewith in the sum of \$2870.00. This mortgage has not been canceled or otherwise released of record and is, likewise, a lien on this property to the extent of the amount of money remaining unpaid on the obligation secured thereby.

Before the transaction for the purchase of this property is closed, provision should be made for the payment and cancellation of these mortgages, or if this is not done, the above described property which is to be conveyed to the State of Ohio either absolutely or by way of easement thereon should be released from the operation of these mortgages

by instruments executed by authorized officers of said bank, which releases should, of course, be filed for record in the office of the Recorder of Brown County, Ohio.

Upon examination of the warranty deed tendered by Al Hatfield, the grantor, I find that said deed has been properly executed and acknowledged by said grantor and by Rosa Hatfield, his wife, and that the form of this deed is such that the same is legally sufficient to convey the tract of land first above described to the State of Ohio by fee simple title free and clear of the dower interest of said Rosa Hatfield, wife of said grantor, and to convey to the State, likewise free of said dower interest, the rights of way and easements hereinabove set out and described. I further find upon examination of this deed that the same contains a covenant on the part of said grantors that the title to the property therein described is conveyed to the State free and clear of all encumbrances.

Upon examination of contract encumbrance record No. 24, which has been submitted as a part of the files relating to the purchase of this property, I find that the same has been properly executed and that the sum of \$5,000.00, which was appropriated to The Ohio State Archaeological and Historical Society for the purchase of the above described property and easements for and in the name of the State of Ohio by the second section of Amended Senate Bill No. 201, has not been otherwise encumbered and is available for the purchase of the above described property and easements. In this connection, it is noted that inasmuch as this property is being purchased pursuant to the authority of this special act of the legislature and is to be paid out of the appropriation thereby made, no action of the Controlling Board with respect to the purchase of this property was or is necessary.

Subject to the exceptions above noted with respect to the taxes and the mortgages which are a lien on this property, the title of Al Hatfield, the grantor in the deed conveying this property to the State of Ohio, is hereby approved, as are, likewise, the warranty deed and contract encumbrance record above referred to, all of which are herewith enclosed for your further attention in closing the transaction for the purchase of this property, after the exceptions here noted with respect to the title to this property have been satisfied or otherwise removed.

Respectfully,

HERBERT S. DUFFY,
Attorney General.