

The release of the mortgage shown at section 8 of the first part of the abstract is in defective form, but as the note secured by the mortgage has been long past due, no action could be maintained upon same. The release shown at section 14 is also defective but shows that the notes secured by the mortgage were undoubtedly paid.

Attention is directed to the restrictions in the conveyance shown at section 1 of the continuation of June 21st, 1922, wherein are found restrictions for a period of twenty-five years against the use of the premises for the erection of any buildings to be used for slaughter houses and the killing of animals, or the use of said premises for the sale of intoxicating liquors or malt beverages.

The abstract states no examination has been made in the United States District or Circuit Courts, nor in any subdivision thereof.

Taxes for the year 1923, although as yet undetermined, are a lien against the premises. There is also a balance of \$71.21 on the north half of said Lot 77 for the improvement of Clara Street, payable in four annual installments of \$14.24 each, with interest at 4½ per cent. The next installment due in December, 1923. The south half of said Lot 77, for the improvement of Clara Street, payable in four annual installments of \$14.24, with interest at 4½ per cent.

It is suggested that the proper execution of a general warranty deed by Miller Buttles and wife, if married, for the north half of said Lot 77 and J. Lawrence Porter and wife, if married, for the south half of said Lot 77, will be sufficient to convey the title to said premises to the State of Ohio when properly delivered.

Attention is also directed to the necessity of the proper certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to cover the purchase price before the purchase can be consummated.

The abstract submitted is herewith returned.

Respectfully,  
C. C. CRABBE,  
*Attorney-General.*

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720.

ABSTRACT, STATUS OF TITLE, LOT 75, HAMILTON'S SECOND GARDEN ADDITION, COLUMBUS, OHIO.

COLUMBUS, OHIO, September 10, 1923.

HON. CHARLES V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—An examination of an abstract of title submitted by your office to this department discloses the following:

The abstract under consideration was prepared by Adolph Haak & Co., Abstracters, August 10, 1905, and a continuation thereto made by Graves and Westervelt, Abstracters, February 16th, 1917, and a continuation by Ralph J. Bartlett, Attorney, January 21, 1923, and the last continuation thereto by Adolph Haak & Co., August 30, 1923, and pertains to the following premises:

Lot 75 of Hamilton's Second Garden Addition to the city of Columbus, Ohio, as the same is numbered and delineated on the recorded plat thereof, recorded in Plat Book 7, page 186, Recorder's Office, Franklin County, Ohio, saving and excepting therefrom six feet off the rear end thereof reserved for the purpose of an alley.

Upon examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises in Jesse C. McLaughlin, subject to the following exceptions:

The release of the mortgage shown at section 8 of the first part of the abstract is in defective form, but as the note secured by the mortgage has been long past due, no action could be maintained upon same. The release shown at section 14 is also defective but shows that the notes secured by the mortgage were undoubtedly paid.

Attention is directed to the restrictions in the conveyance shown at section 1 of the continuation of February 16, 1917, wherein are found restrictions for a period of twenty-five years against the use of the premises for the erection of any buildings to be used for slaughter houses and the killing of animals, or the use of said premises for the sale of intoxicating liquors or malt beverages.

The abstract states no examination has been made in the United States District or Circuit Courts, nor in any subdivision thereof.

Taxes for the year 1923, although as yet undetermined, are a lien against the premises. There also appears four unpaid installments of assessments for the improvement of Clara Street each in the sum of \$28.48 with interest at 4½ per cent. The next installment falling due in December, 1923, and one each year thereafter until paid.

It is suggested that the proper execution of a general warranty deed by Jesse C. McLaughlin and wife, if married, will be sufficient to convey the title to said premises to the State of Ohio when properly delivered.

Attention is also directed to the necessity of the proper certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to cover the purchase price before the purchase can be consummated.

The abstract submitted is herewith returned.

Respectfully,  
C. C. CRABBE,  
*Attorney-General.*

721.

ABSTRACT, STATUS OF TITLE, LOT 123, HAMILTON'S SECOND GARDEN ADDITION, COLUMBUS, OHIO.

COLUMBUS, OHIO, September 10, 1923.

HON. CHARLES V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—An examination of an abstract of title submitted by your office to this department discloses the following: