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APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED, ENCUMBRANCE RECORD AND CONTROLLING BOARD CERTIFICATE RELATING TO THE PROPOSED PURCHASE BY THE STATE OF OHIO OF TWO PARCELS OF LAND SITUATED IN MONTGOMERY TOWNSHIP, ASHLAND COUNTY, OHIO.

COLUMBUS, OHIO, May 3, 1934.

HON. O. W. MERRELL, *Director, Department of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval an abstract of title, warranty deed, encumbrance record No. 1429 and Controlling Board certificate, relating to the proposed purchase by the State of Ohio of two parcels of land owned of record by one J. V. Likes of Ashland, Ohio, which parcels of land are situated in Montgomery Township, Ashland County, Ohio, and which are more particularly described as follows:

Being a parcel of land 150 feet wide adjoining the east and west half quarter section line of the southwest quarter of section 9, Town 22 of Range 16, on the north side thereof and between the west line of said section and the east line of Clark Ave. extended northward and described as follows to wit:

Commencing at an iron pin on the section line between sections 8 and 9 of said Township and Range aforesaid, at the east and west half quarter section line of the southwest quarter of Section 9, said point being the same point mentioned in the description of property conveyed to the State of Ohio by E. S. McNabb by deed recorded in volume 164, page 313, Ashland County Deed Records; running thence northward along said section line, which is also the East Corporation Line of the City of Ashland, a distance of 150 feet to an iron pin; thence south  $86^{\circ} 47'$  east, 150 feet north of and parallel to said east and west half quarter section line a distance of 543 feet more or less to a point in the easterly line of Clark Avenue extended northward; thence southward, along the east line of Clark Avenue extended, a distance of 150 feet to a point where the same intersects the east and west half quarter section line aforesaid; thence north  $86^{\circ} 47'$  west, along said half quarter section line, which is also the north Corporation line of the City of Ashland, a distance of 543 feet more or less to the place of beginning, the same containing 1.870 acres more or less, save and except therefrom a strip of land 50 feet in width off the entire east side of said tract, which 50 foot strip is reserved for street purposes for the proposed extension of Clark Avenue northward 150 feet from East Ninth Street to the north line of said tract, leaving a total of 1.698 acres to be conveyed by the same more or less.

Also the following described strip of land adjoining the east and west half quarter section line of the southwest quarter of section 9 aforesaid, and the north limits of the Erie Railroad Company's right of way on the north side thereof which strip of land is given for street purposes for the extension of East Ninth Street from Clark Avenue to the Ashland-Medina Road, said parcel commencing at a

point on the east line of Clark Avenue extended northward, at the east and west half quarter section line aforesaid, said point being 543 feet more or less east of an iron pin on the section line between sections 8 and 9 aforesaid, said iron pin being the commencing point for the foregoing description; running thence northward along the east line of Clark Avenue extended, a distance of 25 feet to a point; thence south  $86^{\circ} 47'$  east, 25 feet north of and parallel to said east and west half quarter section line a distance of 656.57 feet to a point which is 50 feet northward of the Erie Railroad Company's north right of way line measured at right angles thereto; thence in a northeasterly direction, 50 feet from and parallel to said railroad company's north right of way line, a distance of 468.83 feet to a point in the westerly limits of the Ashland-Medina Road; thence in a southwesterly direction along the westerly limits of said road a distance of 67.6 feet to its intersection with the Erie Railroad Company's north right of way line; thence in a southwesterly direction along said railroad company's north right of way line, 50 feet from and parallel to the center line of railroad company's main track measured at right angles thereto, a distance of 308.75 feet to its intersection with the east and west half quarter section line aforesaid; thence north  $86^{\circ} 47'$  west, along said east and west half quarter section line, which is also the north corporation line of the City of Ashland, a distance of 792.67 feet to the place of beginning, save and except therefrom that portion of the grantors premises conveyed by Marion Likes to the Lorain, Ashland and Southern Railroad, now owned by the Granite Improvement Company, being a 66 foot right of way formerly used for railroad purposes. The parcel of land above described contains .682 acres more or less.

Upon examination of the abstract of title of the above described parcels of land, which abstract of title is certified by the abstracter under date of March 15, 1934, I find that of said date J. V. Likes had a good and indefeasible fee simple title to this property, subject only to the following exceptions: (1) In many of the earlier deeds in the chain of title in and through which J. V. Likes obtained title to a 27-acre tract of land which includes the parcels above described, there is an erroneous description of the property in that the same is referred to as being in the southeast quarter of section 9 in township 22, range 16. As a matter of fact, this property is in the southwest quarter of said section, township and range; and inasmuch as the more particular description of this tract of land in the several deeds above referred to shows that this tract is in the southwest quarter of said section, I am inclined to view that this exception is one that can be easily waived. (2) On October 14, 1910, when one Marion Likes was the owner of said 27-acre tract of land, he executed a gas lease in regular form to The Ohio Fuel Supply Company. The abstract of title submitted does not show the term of this lease or any other facts from which can be determined whether or not this lease is now in force or effect for any purpose. And although the abstracter in his certificate states, among other things, that there are no liens on this property by way of gas leases, it is suggested that more specific information be obtained with respect to the lease above referred to, which is recorded in Vol. II, page 288 of the Lease Records of Ashland County, Ohio, for the purpose of

determining whether said lease has been surrendered or canceled or whether the same is still in effect. (3) On September 26, 1912, J. V. Likes and Caroline Greshner, the owners as tenants in common of the 27-acre tract of land above referred to, executed a right of way agreement, probably in the form of a deed, in and by which they granted to The Logan Gas and Fuel Company the right to lay a four inch pipe line in and over said tract of land. There is nothing in the abstract to show whether this easement affects the particular parcels of land here in question or whether, if so, the exercise of said easement will in any way interfere with the use of this property by your department. (4) It is not shown in the abstract of title or in the certificate thereto whether there are any unpaid taxes or assessments which are a lien on this property. However, I find as a part of the files submitted to me with respect to the proposed purchase of this property receipts showing the payment of the taxes on said property for the first half of the year 1933 and for the last half of said year; and I assume from the form of these receipts that there are no delinquent taxes upon the property here in question or on the larger tract of land of which these parcels are a part. The undetermined taxes for the year 1934 are now a lien upon the whole of said larger tract of land including the parcels here in question. In view of the warranty contained in the deed above referred to, I assume that the grantor will pay these taxes when and as the same become due and payable.

Subject to the minor exceptions above noted, the title of J. V. Likes in and to this property is hereby approved.

Upon examination of the warranty deed tendered by J. V. Likes, I find that the same has been properly executed and acknowledged by said grantor and by Nettie Likes, his wife, and that the form of said deed is such that the same is sufficient to convey the above described property to the state by fee simple title free and clear of the dower interest of said Nettie Likes, and free and clear of all encumbrances whatsoever.

It appears from an examination of encumbrance record No. 1429 that the same has been properly executed in the manner provided by law and that there is shown thereby an unencumbered balance in the proper appropriation account to pay the purchase price of the above described real property, which purchase price is the sum of seven hundred dollars. It likewise appears, in this connection, from the certificate of the Controlling Board submitted as a part of the files in this matter, that the purchase of this property has been approved by the Controlling Board and that said Board has released the sum of seven hundred dollars for the purpose of paying the purchase price of this property. I am herewith returning to you the abstract of title, warranty deed, encumbrance record No. 1429 and Controlling Board certificate.

Respectfully,  
JOHN W. BRICKER,  
*Attorney General.*