

6094.

APPROVAL—ABSTRACT OF TITLE, ETC., TO LAND IN CAMBRIDGE TOWNSHIP, GUERNSEY COUNTY, OHIO—RUDY G. SIMMONS.

COLUMBUS, OHIO, September 18, 1936.

HON. JOHN JASTER, JR., *Director, Department of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 1534 and Controlling Board certificate relating to the proposed purchase by the state of Ohio of a tract of land owned of record by one Rudy G. Simmons in Cambridge Township, Guernsey County, Ohio, which tract of land, together with an additional easement, and right of way for ground radio antennae wire purposes, is described and set out in said deed as follows:

Beginning at a point which is approximately 672 feet west of the center of Crooked Creek and 90 feet north of the north property line of the Baltimore and Ohio Railroad Company, said point being in the north Right of Way line of S. H. No. 1 (U. S. Route 40, known as the National Road); thence following the said Right of Way line south 40 Deg.-00 Min. west a distance of 59.84 feet to a point; thence continuing along the said Right of Way line south 50 Deg.-00 Min. east a distance of 10 feet to a point; thence continuing along the aforementioned Right of Way line south 40 Deg.-00 Min. west a distance of 296.90 feet to a point; thence north 31 Deg.-43 Min. west a distance of 650.70 feet to a point; thence north 40 Deg.-00 Min. east a distance of 353.44 feet to a point; thence south 31 deg.-43 Min. east a distance of 640.17 feet to the place of beginning, containing 5 acres more or less.

ALSO:

A perpetual easement and Right of Way for the purpose and use of ground radio antennae wires, said wire or wires to extend in any direction but not to extend beyond a point 50 feet from the above described property line, provided, that such antennae shall be buried below ordinary plow depth.

Upon examination of the abstract of title submitted to me, I find that Rudy G. Simmons has a good merchantable fee simple title to the above described tract of land and to the land upon which said right of

way easement is granted and that he owns and holds said land free and clear of all encumbrances except the following liens thereon which are here noted as exceptions to the title in and by which said land is held :

1. Under date of September 20, 1934, Rudy G. Simmons and Anna Simmons, his wife, executed a mortgage deed to The Federal Land Bank of Louisville, Kentucky, upon the above described and other lands then owned and held by Rudy G. Simmons. This mortgage was executed for the purpose of securing the payment of a note of even date therewith in the sum of \$2500.00, payable to The Federal Land Bank of Louisville, Kentucky. This mortgage is not canceled of record and the same is a lien upon the above described and other property covered by the mortgage to the extent of the amount of money which now remains unpaid upon the principal of said note and the accrued interest thereon.

2. Under date of September 20, 1934, Rudy G. Simmons and Anna Simmons, his wife, executed a mortgage deed to the Land Bank Commissioner of Louisville, Kentucky. This mortgage which covered the above described and other lands owned by the mortgagor, was executed for the purpose of securing the payment of a note of even date therewith in the sum of \$1800.00 payable to the Land Bank Commissioner of Louisville, Kentucky. This mortgage has not been canceled of record and the same is a lien upon this property in the amount of money remaining unpaid upon the mortgage note and the accrued interest thereon.

3. The undetermined taxes for the year 1936 on the above described property are a lien thereon. As to this, it is noted that a deposit has been made in the office of the County Treasurer of Guernsey County in the sum of \$4.30, the same being the estimated amount of taxes for the year 1936 on the above described property. In this situation, the exception here noted with respect to the taxes on this property for the year 1936 may be waived.

Upon examination of the warranty deed which has been tendered to you by Rudy G. Simmons, the grantor therein, I find that said deed has been properly executed and acknowledged by said grantor and by Anna W. Simmons, his wife. I further find from an examination of the provisions of this deed that the same is legally sufficient to convey this property to the state of Ohio by full fee simple title with a covenant of warranty that the above described lands thereby conveyed are free and clear of all encumbrances whatsoever except a pipe line right of way owned by The Buckeye Pipe Line Company. This easement, which is owned and held by The Buckeye Pipe Line Company as a right of way for a pipe line owned and operated by it, is not noted in the abstract of title. However, the same is an encumbrance upon the land which the state is acquiring by this deed. The question whether this easement and

the pipe line maintained on this land by The Buckeye Pipe Line Company will in any wise interfere with the use for which this property is being purchased by your department in the name of the state of Ohio, is, of course, a question for you to determine before the transaction for the purchase of this property is closed by the issuance of a voucher and warrant covering the purchase price of the property.

Contract encumbrance record No. 1534, which has been submitted as a part of the files relating to the purchase of this property, has been properly executed and the same shows a sufficient unencumbered balance in the proper appropriation account to the credit of the State Highway Patrol Division of your department to cover the purchase price of this property, which purchase price is the sum of \$2150.00. It likewise appears by recital in this contract encumbrance record, as well as by the certificate of the Controlling Board, that the purchase of this property at the price above stated has been approved by this board.

Subject only to the exceptions above noted, the title of Rudy G. Simmons in and to the property above described is approved as is the warranty deed, contract encumbrance record and other files submitted to me. I am herewith returning to you the abstract of title, warranty deed, contract encumbrance record No. 1534, Controlling Board certificate and other files relating to the purchase of this property.

Respectfully,

JOHN W. BRICKER,
Attorney General.

6095.

APPROVAL — BONDS OF CUYAHOGA COUNTY, OHIO,
\$8,550.00.

COLUMBUS, OHIO, September 19, 1936.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

6096.

APPROVAL — BONDS OF CUYAHOGA COUNTY, OHIO,
\$5,000.00.

COLUMBUS, OHIO, September 19, 1936.

State Employes Retirement Board, Columbus, Ohio.