

Upon examination of these lease instruments, I find that the same have been properly executed by you as Conservation Commissioner, acting on behalf of the state of Ohio, and the respective lessees therein named. I further find, upon examination of the leases and of the conditions and restrictions therein contained, that the same are in conformity with section 471, General Code, under the authority of which these leases are executed, and with other statutory enactments relating to leases of this kind.

I am accordingly approving the leases above mentioned as to legality, and form, as is evidenced by my approval endorsed thereon and upon the duplicate and triplicate copies of each of these leases, all of which are herewith returned to you.

Respectfully,

Attorney General.

JOHN W. BRICKER,

6076.

APPROVAL—CERTIFICATE OF TITLE, ETC., TO LAND IN
GREEN TOWNSHIP, SUMMIT COUNTY, OHIO—WILLIAM
J. KIEFER AND JENNIE C. KIEFER.

COLUMBUS, OHIO, September 15, 1936.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certificate of title, warranty deed and contract encumbrance record No. 11, all of which relate to the purchase by the state of a parcel of land now owned of record by William J. Kiefer and Jennie C. Kiefer in Green Township, Summit County, Ohio, which tract of land is more particularly described as follows:

Being part of the southwest quarter of Section No. 30 of Green Township, Summit County, and being more completely described as follows:

Beginning at an iron pipe set in the center line of South Main Street Road and on the southwest corner of said southwest quarter section; thence along the center line of South Main Street Road N. 7° 00' 40" E., sixteen hundred twenty two and seventy-seven hundredths (1622.77) feet to the true place of

beginning of the description of the property to be conveyed; thence S. $82^{\circ} 31' 20''$ E. thirteen hundred sixty-five and fifty-one hundredths (1361.51) feet to an iron pipe set on the northeast corner of William Bickett's property; thence N. $7^{\circ} 04' 40''$ E. along the west line of Frank Spikerman's property, five hundred fifteen and seventy-nine hundredths (515.79) feet to a stone set at the southeast corner of the property of Helen Balogh and Julia Racz; thence N. $82^{\circ} 01' 40''$ W. four hundred and no hundredths (400.00) feet to a stake; thence S. $7^{\circ} 04' 20''$ W. four hundred seventy-nine and twenty-five hundredths (479.25) feet to a stake; thence N. $82^{\circ} 31' 20''$ W. parallel to and forty feet north of William Bickett's north line nine hundred sixty-five and sixty-four hundredths (965.64) feet to a stake in the center line of South Main Street Road; thence along the center line of South Main Street Road S. $7^{\circ} 00' 40''$ W. forty and no hundredths (40.00) feet to the true place of beginning and containing five and sixty-four hundredths (5.64) acres of land.

Excepting from the above described premises a parallel strip of land eighty (80.00) feet in width, the center line of which intersects the south line of the above described premises one hundred eleven and eleven hundredths (111.11) feet west of the southeast corner and eighty-six (86.00) feet west of the northeast corner, said center line being the located line of the C. M. & A. R. R., said strip of land contains ninety-five hundredths (0.95) acres of land, leaving the land to be conveyed as four and sixty nine hundredths (4.69) acres as surveyed May 7, 1936 by Francis Stafford.

Upon examination of the certificate of title submitted to me, which certificate is one executed by The Northern Ohio Guarantee Company under date of March 24, 1936, I find that as of said date William J. Kiefer, and Jennie C. Kiefer, his wife, had a good indefeasible fee simple title to the above mentioned parcel of land and that the same was free and clear of all encumbrances except the following which are here noted as exceptions to the title in and by which William J. Kiefer and Jennie C. Kiefer own and hold this land:

1. On January 10, 1930, William J. Kiefer and Jennie C. Kiefer executed a mortgage in and for the sum of \$2300.00 to one Albert Deiss for the purpose of securing the payment of a promissory note of even date therewith. This mortgage, which covered the above described parcel of land and, perhaps, an additional parcel of land then and now owned by William J. Kiefer and Jennie C. Kiefer, was thereafter assigned and

transferred by Albert Deiss to Deiss and Company Incorporated, which corporation as of the date of the certificate of title, was the owner and holder of the mortgage. This mortgage has not been canceled of record and the same remains a lien upon the above described and other property of the grantors to the extent that the mortgage indebtedness and accrued interest thereon remains unpaid.

2. On April 8, 1935, The Akron Savings and Loan Company obtained a judgment in the amount of \$2,854.06 with interest and costs against said William J. Kiefer and Jennie C. Kiefer and said judgment became a lien upon the above described and other property of the judgment debtors in Summit County. It is noted in this connection that on August 3, 1935, a payment in the sum of \$1,948.86 was made by or on behalf of said judgment debtors, which payment was credited on the proper court docket. This judgment to the amount remaining due and unpaid thereon and upon the accrued interest and costs in the case remains a lien upon this property.

3. On June 3, 1925, Levi Haneline and Flora A. Haneline, predecessors of William J. Kiefer and Jennie C. Kiefer in the title to the above described property, executed to The East Ohio Gas Company an oil and gas lease on certain property then owned by them in Green and Franklin Townships, Summit County, Ohio. From the description of the property covered by this oil and gas lease as the same is set out in the certificate of title, it is quite impossible for me to determine whether said oil and gas lease covers lands which include the parcel of land here under consideration. However, assuming from the fact that this oil and gas lease is set out in the certificate of title that the same covers the property here under investigation, the same is an encumbrance upon this property. The lease is one for a term of twenty years and for so much longer as oil or gas is found on the premises covered by the lease. And although there is nothing in the certificate of title to show whether there have been any developments for oil or gas under this lease, the same is by reason of the stated term thereof clearly an encumbrance upon this property.

4. On December 2, 1931, William J. Kiefer and Jennie C. Kiefer, as the owners of the property here in question, executed and delivered to The Ohio Bell Telephone Company an instrument in writing in and by which they granted to said company and to its successors and assigns a right or easement to construct, operate and maintain lines of telephone and telegraph, together with all necessary conduits, manholes, poles, wires, etc., over and under the property owned by said grantors in Green Township, Summit County, Ohio. The description of the land covered by this easement as the same is set out in the certificate of title, is very meager but inasmuch as it is further provided in said instrument that the telephone and telegraph lines covered by the easement shall be con-

structed along the east side of South Main Street Extension and in a line determined by the Department of Highways, it is quite clear that the easement affects the property here under investigation to some extent.

5. It appears from the certificate of title that the taxes on the above described property or on the larger parcel of land of which the same is a part for the first half of the year 1934 amounting to \$4.87 and a penalty thereon in the sum of \$.49 are unpaid and are a lien upon the property. The same is true with respect to the taxes for the last half of the year amounting to the sum of \$4.87 and a penalty in the amount of \$.49. Likewise, the taxes for the year 1935, the amount of which is not stated in the certificate, are unpaid and are a lien upon the property to the amount of such taxes and any penalties extended thereon. In addition to this, the undetermined taxes for the year 1936 are a lien upon the property.

Upon examination of the warranty deed tendered by William J. Kiefer and by Jennie C. Kiefer, I find that the same has been properly executed and acknowledged by said grantors and that the form of said deed is such that the same is legally sufficient to convey the above described parcel of land to the state of Ohio by full fee simple title. This deed contains a covenant that the property thereby conveyed to the state is free from all encumbrances whatsoever "except taxes due and payable in June, 1936." The taxes payable in June, 1936, would ordinarily be the taxes for the last half of the year 1935 and I assume from this covenant that the grantors in this deed are to pay the taxes for the first half of the year 1935 and the delinquent taxes for the year 1934 and that they likewise are to pay off and thereby remove the lien of the judgment and mortgage above referred to; and that, further, necessary adjustments are to be made with respect to the other encumbrances upon the property hereinabove mentioned.

Contract encumbrance record No. 11, which has been submitted as a part of the files relating to the purchase of the above described parcel of land, has been properly executed and the same shows a sufficient balance in the proper appropriation account to the credit of your department to pay the purchase price of this property, which purchase price is the sum of \$550.00. It likewise appears from this contract encumbrance record that the Controlling Board has approved the purchase of this property and has released from the appropriation account the money necessary to meet the voucher and warrant that will be issued to pay the purchase price of the property.

Subject to the exceptions above noted, the title of William J. Kiefer and Jennie C. Kiefer in and to the above described parcel of land is approved as is the certificate of title, warranty deed and contract encumbrance record, all of which are herewith returned for your further

action in closing the transaction with respect to the purchase of this property.

However, before the transaction for the purchase of this property is closed by the issuance of the voucher and warrant above referred to, it is suggested that by reason of the considerable lapse of time since the date when the certificate of title was executed, a further check be made of the appropriate records in the offices of the County Recorder, County Clerk and County Sheriff of Summit County to determine whether or not there has been any change in the title to this property or whether any other and additional liens or other encumbrances have been charged thereon.

Respectfully,

JOHN W. BRICKER,
Attorney General.

6077.

APPROVAL—CERTIFICATE OF TITLE, ETC., TO LAND IN
GREEN TOWNSHIP, SUMMIT COUNTY, OHIO—HAROLD
CARMANY AND ZELMA CARMANY.

COLUMBUS, OHIO, September 15, 1936.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certificate of title, warranty deed and contract encumbrance record No. 10, all of which relate to the purchase of a parcel of land owned of record by Harold Carmany and Zelma Carmany in Green Township, Summit County, Ohio, which parcel of land is more particularly described as follows:

Being a part of the southwest quarter of Section No. 19 of Green Township, Summit County, Ohio, and being more completely described as follows:

Beginning at a stake on the southeast corner of the southwest quarter of Section No. 19; thence N. 7° 12' 23" E. along the center line of Nerhood Road three hundred fifty-eight and thirty-eight hundredths (358.38) feet to the center line of the Clinton-Greensburg Road; thence S. 85° 44' 40" W. along the center line of the Clinton-Greensburg Road eleven hundred