

762.

APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED, AND
CONTRACT ENCUMBRANCE RECORD RELATING TO
THE PROPOSED PURCHASE OF LAND OWNED BY ISOM
MORGAN IN BRUSH CREEK TOWNSHIP, SCIOTO COUN-
TY, OHIO.

COLUMBUS, OHIO, June 22, 1937.

HON. CARL E. STEEB, *Secretary, Board of Control, Ohio Agricultural
Experiment Station, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval an abstract of title, warranty deed and contract encumbrance record No. 45, relating to the proposed purchase by the State of Ohio, acting through the Board of Control of the Ohio Agricultural Experiment Station, of a tract of 65.09 acres of land owned of record by one Isom Morgan in Brush Creek Township, Scioto County, Ohio, and which is more particularly described by metes and bounds in the deed, hereinafter referred to, in and by which this property is to be conveyed to the State.

Upon examination of the abstract of title relating to this tract of land, I find that as of the date of the certification of said abstract, to wit, April 3, 1937, the above named Isom Morgan had a good and merchantable fee simple title to the above described tract of land and that he owns and holds said land free and clear of all encumbrances except the lien of taxes hereinafter noted and except a certain mineral lease which may, perhaps, affect the title to the tract of land here in question.

On September 23, 1920, Isom Morgan and James Morgan, his brother, executed a lease to one C. B. Duteil in and by which they granted to said lessee the right to oil, gas, minerals and shale in and under lands owned by the lessors in Brush Creek and Union Townships, Scioto County, Ohio, the same being 284 acres of land in Survey No. 15757. This lease was assigned on the same day to The Shale and Oil Development Company which is now the record owner and holder of the lease.

The abstract does not state the term of this lease and by reason of this fact and of the further fact that there is nothing in the abstract to show what, if any, developments in the production of oil, gas or other minerals was developed by The Shale and Oil Development Company under this lease, I am unable to state whether this lease is now in effect or whether the same has been abandoned. In any event, the lease has

not been canceled of record and in this situation the same is noted as a possible encumbrance on this property.

It appears from the abstract of title that this tract of land is subject to the lien of taxes for the year 1936 in the sum of \$6.93. In this connection, it may be further noted that this property is likewise now subject to the lien of the undetermined taxes for the year 1937. Subject only Isom Morgan had a good title to this tract of land and the same, to the exceptions above noted, I find that as of the date above indicated together with the abstract of title, is hereby approved.

The warranty deed tendered to the State of Ohio by said Isom Morgan, who is a widower, has been properly executed and acknowledged by said grantor and the form of the deed is such that the same is legally sufficient to convey this property to the State of Ohio by fee simple title with a covenant of warranty that this property is free and clear of all encumbrances whatsoever.

Upon examination of contract encumbrance record No. 45, I find that the same has been properly executed and that there is shown thereby a sufficient balance in the rotary fund in the hands of the Treasurer of State to the credit of the Division of Forestry of the Ohio Agricultural Experiment Station, to pay the purchase price of this property, which purchase price is the sum of \$315.45.

Inasmuch, as above noted, as the purchase price of this property is being paid out of said rotary fund which is established under the authority of House Bill No. 571 enacted by the 91st General Assembly in special session, no approval of the purchase of this property by the Controlling Board was or is necessary. I am herewith returning said abstract of title, warranty deed and contract encumbrance record for your further attention in closing the transaction for the purchase of this property.

Respectfully,

HERBERT S. DUFFY,

Attorney General.