

Frambes in and to their respective interests in said property, above indicated, are approved, subject to the exceptions heretofore noted with respect to the taxes and assessments charged against said property.

With said abstract of title there has been submitted to me for my approval two certain deeds. One of these deeds is a warranty deed executed by Frances B. Webb, widow. This deed, which has been properly executed by said Frances B. Webb, conveys the above described property to the State of Ohio by fee simple title, free and clear from all encumbrances whatsoever, except the ninety-nine year lease, renewable forever, executed by Frances B. Webb and Scott A. Webb, her husband, to G. Stark Frambes, above referred to, and except the taxes and assessments on said property and other liens thereon created by said G. Stark Frambes under said lease.

All the right, title and interest in the above described property, which were conveyed to G. Stark Frambes in and by the execution and delivery to him of the ninety-nine year lease, above mentioned, is to be conveyed to the State of Ohio by a quit claim deed which has been properly executed and acknowledged by said G. Stark Frambes and Carlotta E. Frambes, his wife. The form of this deed is such that by its terms all of the right, title and interest of said G. Stark Frambes in and to the above described property are remised and released to the State of Ohio free and clear of the dower interest of Carlotta E. Frambes in and to said property.

Upon the delivery and acceptance of both of said deeds above mentioned the State of Ohio will have and hold said above described property by full and complete fee simple title, subject only to the tax and assessment lien above noted as incumbrances on this property. In the quit claim deed from G. Stark Frambes and Carlotta E. Frambes, his wife, to the State of Ohio there is a recital that the State of Ohio as the grantee therein is to hold said grantors free and harmless from the payment of said taxes and assessments. Said deeds of Frances B. Webb and of G. Stark Frambes and wife, respectively, to the State of Ohio are hereby approved.

Encumbrance estimate No. 677, which has been submitted to me as a part of the files relating to the acquisition of this property, has been properly executed and acknowledged and it appears therefrom that there are sufficient balances in the proper appropriation account to pay the agreed compensation or price for the property here in question. Said encumbrance estimate is therefore likewise approved.

I am herewith forwarding to you with my approval said abstract of title and said warranty and quit claim deed, above referred to, and said encumbrance estimate No. 677.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2432.

APPROVAL, CERTIFICATE OF TITLE TO LAND OF THE A. C. & Y.
TERMINAL PROPERTIES COMPANY IN YORK TOWNSHIP, ME-
DINA COUNTY, OHIO.

COLUMBUS, OHIO, October 9, 1930.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and approval a certificate of title, warranty deed, Encumbrance Estimate No. 1019 and Controlling Board certificate, relating to the pro-

posed purchase by the State of Ohio of a parcel of land owned of record by the A. C. & Y. Terminal Properties Company, which parcel of land is situated in York Township, Medina County, Ohio, and is more particularly described as being located in Township 3 North, Range 15 West, and beginning at the intersection of the north line of Lot 1, Tract 1, York Township, which is also the westerly extension of the center line of Liberty street, Medina, Ohio, and the east line of York Township which is also the center line of the Medina Barberton Road; thence south along said township line three hundred eleven (311) feet to a point eighty-one (81) feet at right angles from the center line of The Northern Ohio Railway main track; thence N. 82° 05' W. parallel to the center line of said track two hundred eighty-one and five-tenths (281.5) feet; thence north two hundred sixty-six and thirty-four hundredths (266.34) feet to the north line of Lot 1; thence N. 88° 54' E. along said lot line two hundred eighty (280) feet to the beginning, and containing 1.47 acres exclusive of road area.

On examination of the certificate of title, which is certified by the examiner under date of July 19, 1930, I find that the A. C. & Y. Terminal Properties Company has a good merchantable title to the above described property, subject to the undetermined taxes for the year 1930, which are a lien upon said property, and subject to two outstanding leases. One of these leases was executed by H. A. Horn under date of April 23, 1919, and is now owned and held by the Preston Oil Company and is found recorded in Lease Records Vol. 41, p. 177, in the Recorder's office of said county. The other lease is referred to as a lease executed by said H. A. Horn under date of April 1, 1910, to the Logan Natural Gas and Fuel Company, which lease is recorded in Vol. 12, p. 86, of the Lease Records of said county. Just how far these outstanding leases of the use of the property leased by the same, will affect your use of the above described property, is manifestly a matter for determination by your department and by the Board of Control, rather than by this office.

The warranty deed tendered by the A. C. & Y. Terminal Properties Company has been properly executed and acknowledged by said company by its president and secretary. The form of said deed is such that it conveys to the State of Ohio a fee simple title to the above described property free and clear of all encumbrances with the following exceptions noted in the warranty clause of said deed, to wit: "except taxes and assessments payable in June, 1931, and thereafter; and except a lease to The Logan Natural Gas & Fuel Company dated April 1, 1910, recorded in Vol. 12, page 86, and except another lease to The Logan Natural Gas & Fuel Company dated April 23, 1919, recorded in Vol. 19, page 345, and pipe line right of way, if any."

Encumbrance Estimate No. 1019 has been properly executed and approved and the same shows that there is a sufficient balance in the appropriation account to pay the purchase price of said property, which purchase price is the sum of \$2,500.00. In this connection, it is likewise noted from the certificate over the signature of the President of the Controlling Board submitted to me that said sum of \$2,500.00 has been released by said board for the purchase of this property.

I am herewith returning to you with my approval, subject only to the exceptions above noted, said certificate of title, warranty deed, Encumbrance Estimate No. 1019, Controlling Board certificate and other files relating to the purchase of this property.

Respectfully,

GILBERT BETTMAN,

Attorney General.