

1953.

APPROVAL, BONDS OF CUYAHOGA COUNTY, OHIO—\$10,000.00.

COLUMBUS, OHIO, December 6, 1933.

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

1954.

APPROVAL, BONDS OF SOUTH UNION RURAL SCHOOL DISTRICT,  
ROSS COUNTY, OHIO—\$8,000.00.

COLUMBUS, OHIO, December 6, 1933.

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

1955.

APPROVAL, BONDS OF JOHNSVILLE-NEW LEBANON RURAL SCHOOL  
DISTRICT, MONTGOMERY COUNTY, OHIO—\$2,542.32.

COLUMBUS, OHIO, December 6, 1933.

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

1956.

APPROVAL, BONDS OF UPPER RURAL SCHOOL DISTRICT, LAW-  
RENCE COUNTY, OHIO—\$3,982.87.

COLUMBUS, OHIO, December 6, 1933.

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

1957.

APPROVAL, CORRECTED ABSTRACT OF TITLE TO LAND IN GRAND  
RAPIDS TOWNSHIP, WOOD COUNTY, OHIO.

COLUMBUS, OHIO, December 6, 1933.

HON. EARL H. HANEFELD, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—The chief of the bureau of inland lakes and parks recently submitted for my examination and approval a corrected abstract of title, encumbrance record No. 15 and other files relating to the proposed purchase by the state of a

tract of land in Grand Rapids Township, Wood County, Ohio, the same being a part of the northwest quarter of Section 7, Town 5 North, Range 9 East, and being more particularly described as follows:

Beginning at a point in the center line of I. C. H. No. 285, U. S. Highway No. 24, that is 933.9 feet westerly as measured along said center line of said Highway from the north and south half section line of Section 7; thence North 2° 17' East, 858 feet to the low water mark of the Maumee River; thence following the said low water mark of the Maumee River, South 81°, 37' West, 193.4 feet to a point; thence North 76° 32' West, 403.2 feet to a point; thence South 2° 17' West, 970.6 feet to the center line of said I. C. H. No. 285; thence in an easterly direction along the arc of a 4° curve to the left (Radius 1432.69') in the center line of said road, 173.7 feet to the point tangency to a line which bearing is North 84° 54' East; thence further along said center line North 84° 54' East, 416.6 feet, to the place of beginning, and containing twelve (12) acres of land. Excepting and reserving, to the grantors, their heirs, assigns, tenants, licensees, and all persons for the benefit or advantage of the grantors a right of way over, across and upon the above described lands for the purpose of having and obtaining ingress and egress to grantors lands which are located west and adjacent to the above land.

Upon examination of the corrected abstract of title submitted, I find that subject to successive life estates in this property now owned and held by their father, Henry T. Kecheley, and their mother, Carrie E. Kecheley, respectively, Harold Kecheley, Mabel R. Kecheley and Helen E. Kecheley, as tenants in common, own and hold a fee simple title in and to the above described tract of land. I further find, upon examination of this abstract of title, that the above named persons own and hold the title to this property free and clear of all encumbrances except the inchoate dower interest of Freda Kecheley in the undivided interest of Harold Kecheley in and to this property, and except the mortgage and taxes noted in the abstract.

The mortgage here referred to is one for the sum of \$1280.00 executed by Henry T. Kecheley and the other above named persons, as the owners and holders of this property, to the Ohio Savings Bank and Trust Company of Toledo, Ohio, under date of January 3, 1931, and conditioned for the payment by such persons of a promissory note of even date therewith, on or before January 3, 1932. This mortgage covers a larger tract of 36 acres of land including the 12 acre tract of land above described. This mortgage is not canceled of record and the same is a lien upon the property here under investigation, as well as upon the remainder of said 36 acre tract of land. Before the transaction for the purchase of the property here in question is consummated by the issuance and delivery of the voucher and warrant covering the purchase price of this property, a release of this property from the operation of this mortgage should be secured from the present owner and holder of the mortgage, which release should be submitted to this office before the same is accepted.

The taxes above referred to are current taxes for the year 1933, in an amount not stated in the abstract, and delinquent taxes and penalties for the years 1929, 1930, 1931 and 1932 on the 36 acre tract of land, including the particular tract here under investigation. Before the transaction for the purchase of this 12 acre tract of land is consummated, that part of the whole amount of

the taxes on the larger tract of land which is attributable to this 12 acre tract should be segregated on the tax list and duplicate in the office of the county auditor and county treasurer and such taxes so segregated, except such part thereof, if any, as is to be paid by the division of conservation, should be paid by the owners of the property.

The warranty deed executed by Henry T. Kecheley and by the other persons above named as the owners of this property, and by said Freda Kecheley, as the wife of Harold Kecheley, has not been submitted to me with the abstract of title and other files relating to the purchase of this property. This deed, however, which was executed by the grantors under date of August 15, 1932, has been abstracted and made a part of the corrected abstract of title. Except as to the recital therein with respect to the consideration for this conveyance, this deed was approved as to execution and form in a former opinion of this office directed to you under date of September 23, 1932 (Opinions of the Attorney General, 1932, Vol. II, page 1113). It was pointed out in said opinion that this deed should be corrected by setting out therein the real consideration for the conveyance. The recital of the consideration as now set out in said deed does not, of course, affect the validity of the deed as a conveyance; but the recital in its present form is contrary to a settled policy of this office and of the auditor of state which requires all deeds conveying property to the state to set out the true consideration for the conveyance.

Upon examination of encumbrance record No. 15, above referred to, I find that the same has been properly executed, and that there is shown thereby a sufficient balance in the appropriation account to pay the purchase price of this property which is the sum of \$800.00.

In this encumbrance record, there is a recital that the purchase of this property has been approved by the controlling board, which recital I here assume to be correct.

Subject to the exceptions above noted, the title of Henry T. Kecheley and of the other above named persons as the grantors in said deed is hereby approved. The corrected abstract of title, encumbrance record No. 15, which is likewise hereby approved, and the other files relating to the purchase of this property are herewith returned to you.

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

1958.

APPROVAL, LEASE TO RESERVOIR LAND IN FAIRFIELD COUNTY,  
OHIO, FOR THE RIGHT TO OCCUPY AND USE FOR COTTAGE  
SITE AND DOCKLANDING PURPOSES—CLARENCE O. WOLF.

COLUMBUS, OHIO, December 6, 1933.

HON. EARL H. HANEFELD, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a recent communication over the signature of the chief of the bureau of inland lakes and parks of the division of conservation, submitting for my examination and approval a certain reservoir land lease in triplicate, executed by the conservation commissioner to