

approved budgets and in accordance with and under such uniform regulations as are prescribed by the State Relief Commission.

Respectfully,
 JOHN W. BRICKER,
Attorney General.

4212.

APPROVAL, ABSTRACT OF TITLE, ETC., RELATING TO THE PROPOSED
 PURCHASE OF LAND IN HANOVER TOWNSHIP, ASHLAND COUNTY,
 OHIO—IDA GRUNEWALD.

COLUMBUS, OHIO, May 1, 1935.

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

DEAR SIR:—This is to acknowledge the receipt of your recent communication with which you enclose for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 22, Controlling Board certificate and other files relating to the proposed purchase by the state of Ohio of certain tracts of land owned of record by one Ida Grunewald in Hanover Township, Ashland County, Ohio. The real property above referred to is more particularly described in the warranty deed tendered by Ida Grunewald to the State as follows:

Situated in the Township of Hanover, County of Ashland and State of Ohio:

Being the South East quarter of the North East quarter of Section Eighteen (18), Township Nineteen (19) of Range Sixteen (16) containing forty (40) acres.

ALSO the following described premises, being a part of Section eighteen (18) Township Nineteen (19) of Range Sixteen (16) of Ashland County, Ohio; Beginning at the North East corner of said quarter; thence with the East line of said quarter section 35' West 29 chains and 46 links to the center of the road; thence with the center of said road North 88° West 10 chains and 12 links; thence with the center of said road 85¼° West 10 chains and 60 links to the half quarter line; thence North 2° East with said line 28 chains and 27 links to the half quarter post on the North line of said quarter; thence south 89° East with the North line of said quarter 20 chains and 30 links to the place of beginning, containing 59.54 acres of land.

ALSO the following described premises: Being situated in the Township of Hanover, County of Ashland and State of Ohio. Known as being the following land to-wit: Commencing at a point on the West line of Section 17, Township 19, and Range 16, .75 chains north of the half quarter line which is between the North west and South west quarter of said Section; thence South 87° 35' East and 17.00 chains; thence South 0° 30' West 7.12 chains to center line of State Highway No. 97; thence following the center line of said highway, South 62° 30' West, 1.05 chains, this point being the P. C., Station 159 plus 81.96, on right-of-way survey of said highway; thence, following an arc of 1206.57 feet radius, a distance of 14.04 chains, this point being P. T., Station 169 plus 08.98 in above mentioned survey; thence North 77° 30' West 2.57

chains to west line of Section 17; thence along said section line $0^{\circ} 53'$ East 9.10 chains to the place of beginning, containing 15.96 acres, more or less.

ALSO the following described tract of land situate in the Township, County and State aforesaid and known as being a tract of land situate in the South West quarter of Section 17, Township 19, Range 16 of said Ashland County, Ohio and bounded and described as follows: Commencing 16 feet West of the center of said quarter section; thence North 26 rods; thence West 47 rods and 6 feet to a stone planted; thence East 22 rods and 1 foot to a stone planted; thence East 22 rods and 6 feet; thence South 28 rods and 14 feet to the center of the road leading from Loudonville to Independence; thence in an easterly direction along the center of said road to a point 16 feet west of the East line of the South West quarter of the South West quarter of said Section, 16 rods and 15 feet; thence North 12 rods and 13 feet to the place of beginning, containing Seven (7) acres of land be the same more or less, but subject to all legal highways.

ALSO the following tract of land, situate in the Township County and State aforesaid and known as being a part of the North West fourth of the South West quarter of Section 17 Township 19 Range 16, beginning on the West line of said quarter Section 3 rods North of the South line of said Fourth Quarter Section, thence North with said quarter section line 69 rods to the center of "Hog Run Road", thence South-easterly along the center of said road 81 rods, thence West 44 rods to the place of beginning, containing Ten (10) acres of land more or less.

Upon examination of the abstract of title, which is certified by the abstractor under date of March 23, 1935, I find that Ida Grunewald has a good merchantable fee simple title to the above described tracts of land, free and clear of all encumbrances except the following which are noted as exceptions to the title in and by which Ida Grunewald owns and holds these lands. 1. On March 15, 1934, Ida Grunewald, her husband joining with her in the instrument, executed a mortgage on the above described tracts of land to one D. F. Weddle. This mortgage was executed for the purpose of securing the payment of an indebtedness of the grantors to D. F. Weddle in the sum of \$5513.04. It does not appear that this mortgage has been canceled of record and the same is a lien upon the above described property to the extent that the indebtedness secured thereby remains unpaid. 2. On August 28, 1917, one J. F. Jones, who then owned the property here in question, executed an oil and gas lease on this property to the Ohio Fuel Supply Company. By this lease instrument there was granted to the Ohio Fuel Supply Company all of the oil and gas in and under the above described lands, together with the right in the lessee to go in and upon said lands and for a term of twenty years or so much longer as oil or gas might be produced in paying quantities, take from said lands such oil and gas as might be found. It does not appear from this abstract of title or from any other information at hand just what developments, if any, have been made under this lease. In any event, however, the lease so executed is an encumbrance upon this land. 3. On September 2, 1914, J. F. Jones, then the owner of the above described property, executed a deed to the Ohio Fuel Supply Company in and by which the grantor granted to the Ohio Fuel Supply Company the right or easement to lay and maintain one or more lines of pipe in and upon said lands, and likewise to erect, maintain and operate thereon a telegraph or telephone line. I am not advised by the abstract of title or otherwise as to what, if anything, has been done by the Ohio Fuel Supply Company pursuant to the easement granted to it by this instrument. In any view, however, this easement is an encumbrance on the property. 4. The ab-

stractor in his certificate to this abstract of title states that there are no "overdue" taxes on this property. Quite consistent with this statement it is probable that the taxes for the last half of the year 1934, which are due and payable in June, 1935, are unpaid and are a lien upon the property. In addition to this, the undetermined taxes on this property for the year 1935 are now a lien. Before the transaction for the purchase of this property is closed, an investigation should be made for the purpose of ascertaining as far as possible the amount of taxes which are a lien upon the property, and arrangements should be made for the payment or other adjustment of these taxes. In this connection, it is noted that the deed tendered to the State by Ida Grunewald and G. G. Grunewald, her husband, contains the covenant that the premises described in the deed are free from all encumbrances whatsoever. This covenant would impose upon the grantor the duty of paying all taxes which are a lien upon the property. As to this, it is to be further noted, however, that this deed was executed by Ida Grunewald and her husband under date of April 6, 1935, at which time the taxes on this property for the year 1934 had not yet become a lien. In this view, it is altogether possible that it was the understanding of the grantors, as well as of your department, that Ida Grunewald is not obligated to pay the 1935 taxes on this property.

I have examined the warranty deed tendered by the grantor and find that the same has been properly executed and acknowledged by her and by her husband, G. G. Grunewald. And subject to the exceptions hereinafter noted, I find that the form of this deed is such that the same is legally sufficient to convey the above described property to the state of Ohio by full fee simple title with a covenant of warranty that this property is free and clear of all encumbrances whatsoever. The exception here referred to is with respect to the description of the 59.54 acre tract of land set out as the second parcel of land described in the deed. The description of this tract of land is not definite and certain and cannot be made so without a reference in the description to the quarter section of which this tract of land is a part. This tract of land is described in the deed by metes and bounds, "Beginning at the North East corner of said quarter". From the plat which is made a part of the abstract, it appears that this tract of land is in the southeast quarter of section 18; and if the northeast corner of this particular quarter section is referred to as the place of beginning of the description of this tract, the further description of the tract as set out in the deed will make the description of the property definite and certain. It is suggested that the deed be corrected in the manner above indicated.

Contract encumbrance record No. 22, which has been submitted as a part of the files relating to the proposed purchase of the above described property, has been properly executed and the same shows a sufficient unencumbered balance in the proper appropriation account to the credit of the Ohio Agricultural Experiment Station, to pay the purchase price of the property, which purchase price is the sum of \$2331.00.

It likewise appears by way of recital in said contract encumbrance record, as well as from the certificate of the Controlling Board, that the purchase of this property has been approved by said Board under the authority conferred upon it by section 8 of House Bill No. 699, the act making the appropriation to your department for the purchase of lands for Clear Fork Park.

I am herewith returning to you said abstract of title, warranty deed, contract encumbrance record No. 22, Controlling Board certificate and other files relating to the purchase of these lands.

Respectfully,
JOHN W. BRICKER,
Attorney General.