

According to the abstract there was no examination made in any of the United States courts, neither does the abstract disclose whether or not there are any special assessments which would constitute a lien. Before the conveyance is accepted it should be definitely determined that there are no such liens and that there are no matters of record appearing since the date of the abstract that would affect the title to the premises.

You have submitted encumbrance estimate No. 3861, which contains the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in the sum of \$29,127.50 to cover the purchase of said premises.

The abstract, encumbrance estimate and contract are being returned herewith.

Respectfully,

JOHN G. PRICE,
Attorney-General.

3440.

STATUS OF TITLE, PREMISES SITUATE IN EATON TOWNSHIP,
LORAIN COUNTY, OHIO, PART OF LOTS NOS. 40, 41 AND 60, BEING
230.13 ACRES OF LAND.

COLUMBUS, OHIO, August 1, 1922.

HON. LEON C. HERRICK, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract which was last continued by the Lorain County Abstract Company, May 24, 1922, inquiring as to the status of the title to 230.13 acres of land, as disclosed by the abstract, situated in lots Nos. 40, 41, and 60 of Eaton township, Lorain county, Ohio, which is fully described on the caption page of said abstract, which is enclosed herewith.

After an examination it is the opinion of this department that said abstract shows a sufficient title to said land to be in the name of Rebecca E. Dull, subject to the following liens and encumbrances:

In section 1 of the second continuation of said abstract the record of a mortgage is disclosed, given by Virgil N. Dull and wife and Rebecca E. Dull, on January 23, 1919, to Society for Savings in the city of Cleveland, upon said premises to secure the payment of \$8,000.00 with interest. According to the abstract this mortgage is not released of record.

In section 2 of the last continuation of said abstract there is shown a mortgage given by Virgil N. Dull and wife to First National Bank in Elyria, September 26, 1921, to secure the payment of \$1,800.00 with interest, which is a lien upon a part of said premises and has not been released of record.

The abstract further discloses that said premises are subject to an oil and gas lease granted by Rebecca E. Dull and Virgil N. Dull and wife to the Ohio Fuel Supply Company, October 4, 1921. Said lease runs for a period of "20 years and so much longer thereafter as oil, gas or their constituents are produced in paying quantities." According to the abstract said lease has not been canceled of record, and is fully set forth in section 4 of the last continuation.

According to the abstract the taxes for the last half of the year 1921, amounting to \$149.36, are unpaid and a lien. The taxes for the year 1922, of course, are unpaid and a lien.

Your attention is further directed to the fact that the abstractor recites that said premises are "subject to special taxes and assessments of any kind, if any," etc. In view of the fact that no positive statement is made in references to special assess-

ments it will be necessary for you, before accepting a conveyance, to determine whether or not there are any special assessments noted on the treasurer's duplicate which are a lien upon said premises.

Before you accept a conveyance of said premises you should see that the amounts remaining due upon the mortgages heretofore referred to are paid and that the mortgages are duly released of record. You should further require the payment of the taxes for the last half of the year 1921 as above set forth. Under the agreement entered into it will be the duty of the state to pay the taxes for the year 1922. You should further require a warranty deed from the said owner.

You have further submitted encumbrance estimate 3853, which contains the certificate of the Director of Finance to the effect that there is an unencumbered balance in the sum of \$34,519.50 to cover the purchase of said premises.

The abstract discloses that no examination was made in the United States courts. Said abstract, encumbrance estimate and contract are being returned herewith.

Respectfully,

JOHN G. PRICE,

Attorney-General.

3441.

STATUS, ABSTRACT OF TITLE, PREMISES SITUATE IN EATON TOWNSHIP, LORAIN COUNTY, OHIO, PART OF LOTS NOS. 41 AND 42, BEING 51½ ACRES OF LAND.

COLUMBUS, OHIO, August 1, 1922.

HON. LEON C. HERRICK, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract prepared and last continued by the Lorain County Abstract Company on May 25, 1922, inquiring as to the status of the title of 51½ acres of land situated in lots Nos. 41 and 42 of Eaton township, Lorain county, as disclosed by said abstract. Said premises are fully described on the caption page of the abstract, which is enclosed herewith.

It is the opinion of this department that said abstract shows a sufficient title to said premises to be in the name of Roy E. Cole, subject to the liens and encumbrances hereinafter set forth.

In section 36 of the abstract there is shown an oil and gas lease granted upon the premises by Roy E. Cole and wife to the Ohio Fuel Supply Co., on November 5, 1915, to run for "the term of twenty years and so long thereafter as oil or gas is produced", etc. The lease is set forth in full and you should determine for yourself what consideration should be given thereto.

The taxes for the last half of 1921, amounting to \$34.47, are unpaid and a lien. The taxes for 1922 are also a lien.

The abstract does not show whether or not there are special assessments noted on the treasurer's duplicate. It will therefore be necessary to determine this matter before final acceptance. Under your contract it will be necessary for Mr. Cole to pay the 1921 taxes before the conveyance is delivered. The deed should warrant the title.

The abstract shows that no examination was made in the United States courts.

You have submitted encumbrance estimate No. 3856, which contains the certificate of the Director of Finance to the effect that there are unencumbered balances in the sum of \$10,815.00 to cover the purchase of said premises.

The abstract, encumbrance estimate and contract are being enclosed herewith.

Respectfully,

JOHN G. PRICE,

Attorney-General.