

by the director, and as to legality and form by the attorney general, and be deposited with the secretary of state. * * *"

Finding the above bond to have been properly executed pursuant to the above statutory provisions, I have approved the same as to form, and return it herewith.

Respectfully,

JOHN W. BRICKER,
Attorney General.

2788.

APPROVAL CONDITIONALLY, ABSTRACT OF TITLE, AND WARRANTY DEED, RELATING TO A CERTAIN PARCEL OF REAL ESTATE IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO.

COLUMBUS, OHIO, June 7, 1934.

HON. JOHN MCSWEENEY, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—HON. T. S. Brindle, Superintendent of Public Works and Director of said department, recently submitted for my examination and approval an abstract of title and a warranty deed relating to a certain parcel of real estate situated in the city of Cincinnati, Hamilton County, Ohio, which parcel of land is owned of record by one Firman G. Phillips, and which is more particularly described as follows:

"Situate in Section 12, Township 3, Range 2, of Millcreek Township, Hamilton County, Ohio, being the south one half of lot 123, Edward White's subdivision of Carthage, Cincinnati, Ohio, and more particularly described as follows: Commencing at a point two hundred and twenty (220) feet south of the south line of Seventy-first Street (Formerly Second Street of the Village of Carthage and on the west line of Longview Street, formerly Franklin Street of the Village of Carthage); thence north 56 degrees, west one hundred and fifty-nine and 80/100 (159.80) feet to a stake; thence south 34 degrees, 14 minutes, west fifty one (51) feet to a stake; thence south 56 degrees east one hundred and sixty and 87/100 feet to a stake on the west line of Longview Street; thence north 34 degrees, 58 minutes, east fifty one (51) feet to the place of beginning."

Upon examination of the abstract of title submitted, which abstract is certified by the abstracter under date of January 9, 1934, and which is supplemented by an additional certificate of the abstracter under date of June 1, 1934, I find that Firman G. Phillips has a good, indefeasible, fee simple title to the above described parcel of real estate free and clear of all encumbrances except a mortgage executed by Firman G. Phillips and Iva N. Phillips, his wife, to The Carthage

Savings and Loan Association under date of July 20, 1931, to secure the payment of a note in the sum of \$2,500.00, the principal and interest of which, by the terms of the note, are to be paid in weekly installments in amounts therein provided for. This mortgage is, of course, a lien upon the property and arrangements should be made for the payment, satisfaction and cancellation of this mortgage at the time the transaction is closed for the purchase of this property by the state.

In addition to the lien of the mortgage above referred to, the abstract of title as originally certified under date of January 9, 1934, shows that the taxes on this property for the last half of the year 1932 and for the first half of the year 1933 are unpaid and delinquent, and that the same, together with the taxes for the last half of the year 1933, payable in June, 1934, are a lien upon the property. However, the amended certificate of the abstracter under date of June 1, 1934, states "that the title to the above mentioned property is clear, free and unencumbered as of June 1, 1934". It is not clear from this certificate whether the abstracter thereby intended to state that the delinquent taxes on the property above mentioned have been paid. On the contrary, I am inclined to the view that such is not the case and these taxes to the extent the same are in fact unpaid are likewise a lien upon the property.

From my examination of the warranty deed tendered by Firman G. Phillips and Iva Phillips, I find that the same has been properly executed and acknowledged by both of said grantors and that the form of this deed is such that the same is legally sufficient to convey this property by full fee simple title with a warranty that this property is free and clear of all encumbrances of every kind excepting taxes on the property due and payable on and after June, 1934. By this deed, Iva Phillips, wife of Firman G. Phillips, has expressly released to the state her right and expectancy of dower in the premises.

After the receipt of the abstract of title and warranty deed above referred to from the Superintendent of Public Works, I received from your department contract encumbrance record No. 17 and Controlling Board certificate relating to the purchase of this property. Upon examination of this contract encumbrance record, I find that the same has been properly executed and that there is shown thereby a sufficient unencumbered balance in the proper appropriation account to pay the purchase price of this property, which is the sum of \$5000. It likewise appears from a recital in this contract encumbrance record, as well as from the certificate of the Controlling Board, that the purchase of this property has been approved and that the money necessary to pay the purchase price of the property has been released for this purpose.

I am herewith returning said abstract of title, warranty deed, encumbrance record No. 17 and Controlling Board certificate for your further consideration in closing the transaction for the purchase of this property.

Respectfully,

JOHN W. BRICKER,
Attorney General.