

the same is legally sufficient to convey to the President and Trustees of Miami University all of the right, title and interest which said Frances L. Rigling owns and holds in this property; and that upon their acceptance of this deed, the President and Trustees of Miami University, as a body corporate under the laws of the State of Ohio, will own and hold the fee simple title to the parcel of land therein described and will own and hold valid and effective easements on the other lands therein set out and described for the purposes therein stated.

Upon examination of contract encumbrance record No. 1663, which has been submitted to me as a part of the files relating to the purchase of this property, I find that the same has been properly executed and that there is shown thereby a sufficient balance in the appropriation account to the credit of Miami University to pay the purchase price of this property, which purchase price is the sum of \$2250.00. Inasmuch as the purchase price of this property is to be paid out of land rents standing to the credit of Miami University, and not otherwise, no approval of this purchase by the Controlling Board was or is necessary.

Pursuant to the usual practice of this office, I am forwarding this opinion, together with the abstract of title, warranty deed and contract encumbrance record, to the Auditor of State; and I am forwarding to you a copy of this opinion.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

2877.

APPROVAL — CONTRACT PRESIDENT AND TRUSTEES,
MIAMI UNIVERSITY, WITH ADMINISTRATOR OF ES-
TATE OF ANNA BURTON, PARCEL LAND, VILLAGE OF
OXFORD, BUTLER COUNTY, OHIO.

COLUMBUS, OHIO, August 26, 1938.

HON. W. P. ROUDEBUSH, *Secretary, Board of Trustees, Miami University,
Oxford, Ohio.*

DEAR SIR: You have submitted for my examination and approval an abstract of title, administrator's deed and contract encumbrance record No. 1664, relating to a certain parcel of land in the village of Oxford, Butler County, Ohio, which was owned of record by one Anna Burton, late of said village of Oxford, Ohio, who died intestate on April 14, 1935,

and which property was sold to the President and Trustees of Miami University by the administrator of said Anna Burton's estate pursuant to an order of the Probate Court of Butler County, Ohio, directing such administrator to sell this property in a proceeding theretofore filed by the administrator in said court for the sale of the property to pay the debts of said estate.

The property here under investigation is properly described in the caption of the abstract of title submitted to me as follows:

Situate in the Village of Oxford, County of Butler, and State of Ohio, and being a part of Outlot No. 32 as the same is known and designated on the recorded plat of said Village, and being more particularly described as follows: Being entire Outlot No. 32, excepting a tract 74 feet x 165 feet located in the southwest corner of said outlot, said tract fronting 74 feet on the west boundary line thereof and extending eastwardly at right angles a distance of 165 feet, which tract was conveyed by Reuben Burton et al, to Nerva Brady by deed recorded in Deed Book 209, Page 512, of the Butler County, Ohio, Recorder.

Upon examination of the abstract of title, I find that Anna Burton at the time of her death had a good and indefeasible perpetual leasehold interest in the above described property subject only to the lien of a mortgage hereinafter referred to and the taxes and assessments which were then a lien on the property.

The mortgage here referred to is one executed by said Anna Burton under date of August 7, 1926, to The Oxford Loan and Building Association of Oxford, Ohio, to secure the payment of a note of even date therewith in the sum of \$1,000.00; and it further appears from the abstract that as of July 1, 1938, the amount due on this mortgage and the note secured thereby was the sum of \$260.97. This mortgage is a lien on the property here in question to the extent of the amount of money remaining unpaid upon the obligation secured by the mortgage and the same should, of course, be satisfied and released before the transaction for the purchase of this property is closed.

In this abstract of title, which is certified by the abstracter under date of August 4, 1938, it is stated that the taxes and assessments due and payable in June, 1938, amount to \$231.37. As to this, it may be observed that the taxes on this property for the year 1938, the first installment of which becomes due and payable in December, 1938, are likewise a lien on the property. The abstract of title does not make any segregation of the taxes and assessments on the property; neither does it appear whether the assessments due and payable in June, 1938, are all of

the assessments on this property or whether assessments in a larger amount have been assessed against the property which will become due and payable in subsequent installments. There should, of course, be an adjustment and satisfaction of the taxes and assessments on this property before you close the transaction for the purchase of this property.

Upon examination of the administrator's deed tendered by Richard Serviss, administrator of the estate of Anna Burton, deceased, I find that the same has been properly executed and acknowledged by said grantor and that the form of this deed is such that the same is legally sufficient to convey to the President and Trustees of the Miami University all the right, title and interest which Anna Burton owned and held in said property at the time of her decease; and that upon the delivery and acceptance of this deed the President and Trustees of Miami University as a body corporate will own and hold a fee simple title in and to the parcel of land therein described, together with all the privileges and appurtenances thereunto belonging.

However, I note an error in this deed which, although it does not affect the title of the property conveyed to the President and Trustees of Miami University by this deed, should be corrected. The property sold to the President and Trustees of Miami University and conveyed to them by this deed is all of Lot No. 32 of Miami University lands in the village of Oxford, Ohio, other than a parcel of land conveyed out of this lot by Reuben Burton to one Nerva Brady under date of April 3, 1918. By this deed of conveyance to Nerva Brady, which is recorded in Vol. 209, page 512, Butler County Deed Records, the parcel of land thereby conveyed is described as:

. Beginning at the southwest corner of said outlot (32); thence north with the west line thereof seventy-four (74) feet; thence east parallel with the south line of said outlot, one hundred and sixty-five (165) feet; thence south at right angles, seventy-four (74) feet to the south line of said outlot; thence west with said south line, one hundred and sixty-five (165) feet to the place of beginning.

In the deed tendered by Richard Serviss, administrator of the estate of Anna Burton, deceased, to the President and Trustees of Miami University this parcel of land heretofore conveyed out of said lot 32 to Nerva Brady is described as "fronting 74 feet on the west boundary line of said outlot and extending eastwardly at right angles 175 feet." It is obvious that this last named figure as stated in this deed is erroneous and the same should be corrected to read "165 feet."

Upon examination of contract encumbrance record No. 1664, I find that the same has been properly executed and that there is shown there-

by a sufficient unencumbered balance in the land rents appropriation account to the credit of Miami University to pay the purchase price of this property, which purchase price is the sum of \$5,000.00.

Conformable to your request, I am forwarding this opinion, together with the abstract of title and contract encumbrance record, to the Auditor of State for such further attention as may be necessary in closing the transaction for the purchase of this property. However, I am directing to you a copy of this opinion, together with the administrator's deed, above referred to, which you will have him correct in the manner as above indicated.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

2878.

APPROVAL—CONTRACT PRESIDENT AND TRUSTEES, MIAMI UNIVERSITY WITH NERVA BRADY NEE MINERVA MANUEL, OUTLET 32, VILLAGE OF OXFORD, BUTLER COUNTY, OHIO, \$500.00.

COLUMBUS, OHIO, August 26, 1938.

HON. W. P. ROUDEBUSH, *Secretary, Board of Trustees, Miami University, Oxford Ohio.*

DEAR SIR: You have submitted for my examination an abstract of title, warranty deed, contract encumbrance record No. 1665, relating to a parcel of land owned of record by one Nerva Brady by name and who is, apparently, the same person hereinafter referred to as Minerva Manuel. The property here under investigation is described as follows:

Situate in the Village of Oxford, County of Butler, and State of Ohio, and being a part of Outlot numbered thirty-two (32) as the same is designated on the recorded plat of said Village, bounded and described as follows: Beginning at the southwest corner of said Outlot; thence north with the west line thereof, seventy-four (74) feet; thence east parallel with the south line of said Outlot, one hundred and sixty-five (165) feet; thence south at right angles, seventy-four (74) feet to the south line of said Outlot; thence west with said south line, one hundred and sixty-five (165) feet to the place of beginning; the above