

appropriation account to pay the purchase price of the property referred to therein, the title to which is being acquired through appropriation proceedings in High-land County.

An examination of the departmental voucher shows that the same is properly executed to create a valid obligation for the purposes therein designated.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

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4608.

APPROVAL, ABSTRACTS OF TITLE TO LANDS OF JOHN MINCK AND  
JULIA MINCK, RICHLAND TOWNSHIP, DEFIANCE COUNTY, OHIO.

COLUMBUS, OHIO, September 13, 1932.

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

DEAR SIR:—Recently the Conservation Division of your department submitted to me for examination and approval abstracts of title, warranty deed and encumbrance record No. 40, relating to the proposed purchase of certain tracts of land owned of record by John Minck and Julia Minck, his wife, in Richland Township, Defiance County, Ohio, which tracts of land are more particularly described as follows:

“Situated in and being a part of the Northwest quarter of Section 23, Town 4 North, Range 5 East, and more particularly described as follows: Beginning at a stake that marks the point of intersection of the southerly property line of the Miami and Erie Canal and the north and south-half section line of said Section 23; thence westerly along the said southerly State property line the following courses and distances: N. 76 deg. 57' N., 30.5 feet to a stake; thence N. 82 deg. 13' W., 250.8 feet to a stake; thence N. 88 deg. 21' W., 701.2 feet to a stake; thence N. 89 deg. 21' W., 251.4 feet to a stake that marks the point of intersection of said southerly State property line and the north and south quarter section line of the said Northwest Quarter; said point being 109.4 Feet southerly as measured along said quarter section line from the center line of the U. S. Highway No. 24; thence S. 0 deg. 25' W., 130 feet, more or less, to the northerly water line of the Maumee River; thence easterly along the said northerly water line of the Maumee River, 1344 feet, more or less, to the north and south-half section line of Section 23; thence N. 0 deg. 55' E., 257 feet, more or less, to the place of beginning and containing 6.27 acres of ground, more or less, and

The following described premises situated in and being a part of the Northeast Quarter of Section 23, Town 4 North, Range 5 East, and more particularly described as follows: Beginning at a stake that marks the point of intersection of the southerly property line of the Miami and Erie Canal and the north and south-half section line of said Section 23; thence easterly along the said southerly property line of the Miami and Erie Canal, the following courses and distances: S. 76 deg. 57' E., 213 feet to a stake; thence S. 72 deg. 54' E., 747.3 feet to a stake; thence

S. 73 deg. 12' E., 576.2 feet, to the point of intersection of the said southerly State property line and the property line between John Minck and John W. Egler; said stake being N. 7 deg. 16' W., 49.3 feet from a stone set in said Minck-Egler property line; thence S. 7 deg. 16' East 142 feet, more or less, to the northerly water line of the Maumee River; thence in a westerly direction along said northerly water line 1528 feet, more or less, to the north and south-half section line of Section 23; thence N. 0 deg. 55' E., along said half section line, 257 feet, more or less, to the place of beginning and containing 6.29 acres of land, more or less.

Also the following premises, situated in said Northeast quarter of Section Twenty Three (23), and described and bounded by abutments, as follows: On the North by the center line of U. S. Federal Highway, No. 24, (formerly Ohio ICH No. 316), and on the East by the partition line between the lands of John W. Egler and this Grantor, and on the South by the lands of the Wabash and Erie Canal (now called the Miami and Erie Canal) and on the West by the North and South half center line of said Section twenty-three, and which said described premises is estimated to be, in extent, two acres of land more or less."

Upon examination of the abstract of title submitted as to the first tract of land above described, which abstract of title is certified by the abstractor under date of June 22, 1932, I find that as of said date said John Minck and Julia Minck had a good and indefeasible fee simple title to this tract of land, free and clear of all encumbrances, except the lien of certain taxes and assessments which have been levied and assessed against a larger tract of 56.11 acres of land owned by John Minck and Julia Minck, of which the 6.27 acre tract of land is a part. It appears from the abstract, as of the date of the certification thereof above stated, that the taxes for the last half of the year 1931 on the 56.11 acre tract of land were unpaid and were a lien upon said tract, including, of course, the smaller tract here under investigation; and that the undetermined taxes for the year 1932 were likewise a lien upon said larger tract and each and every part thereof.

Besides the taxes above mentioned, it appears that said larger tract of 56.11 acres of land is subject to the lien of certain unpaid installments of an assessment upon said property for the construction of the Napoleon-Defiance Road No. 316. It appears from the abstract that the assessment installments which are a lien upon this larger tract of land, including the smaller tract here in question, are an assessment installment in the sum of \$15.28, due and payable June 30, 1932, and semi-annual installments each in like amount from that date to June 20, 1932.

No segregation of the amount of said taxes and assessments on the 6.27 acre tract of land in question has yet been made. This should be done by the county auditor upon application made in the manner provided for by section 2573, General Code; and when this is done, an adjustment with respect to the taxes and assessments upon this 6.27 acre tract of land should be made according to the agreement evidenced by the deed tendered to the state, which deed provides that the conveyance of the property is made free from all encumbrances whatsoever, save and except the taxes and assessments thereon for the year 1932, first falling due on December 20, 1932, and thereafter.

With respect to the second and third tracts of land above described, I find upon examination of the abstract of title of this property, which abstract is likewise certified under date of June 22, 1932, that as of said date John Minck and Julia Minck, his wife, had a good and indefeasible fee simple title to this prop-

erty, free and clear of all encumbrances except certain taxes and assessments upon a larger tract of 64 acres, of which the second and third tracts above described are a part. It appears that as of said date, to wit, June 22, 1932, the taxes for the last half of the year 1931, amounting to \$41.78, and the undetermined taxes for the year 1932 were unpaid and are a lien upon the 64 acre tract of land above referred to. It appears further that nine installments in the amount of \$12.86 each of an assessment levied for the construction of the Napoleon-Defiance Road No. 316 are a lien upon this property.

There has been no segregation of these taxes and assessments on and with respect to the second and third tracts here in question. This segregation will of course be made by the county auditor on application made therefor and in the manner provided by law; and when this is done, an adjustment with respect to these taxes and assessments should be made according to the contract between the parties as evidenced by the provisions in the deed relating thereto, above referred to.

Some considerable time has elapsed since the certification of the abstracts covering the above described tracts of land and it is suggested that before the transactions for the purchase of these, and other tracts of land being purchased as a part of the proposed park along the Maumee River, are closed that either a supplemental certification of the abstracts relating to these several tracts of land be procured from the abstractor or abstractors or that a competent person be designated to investigate the state of the title of these several tracts of land with respect to judgments, mortgages and other possible liens.

Upon examination of the warranty deed, tendered by John Minck and Julia Minck, I find that said deed has been properly executed and acknowledged by said grantors and that said deed is sufficient to convey this property to the State of Ohio by fee simple title, free and clear of all encumbrances except the taxes and assessments on the property for the year 1932, first falling due on December 20, 1932, and thereafter.

Encumbrance record No. 40, covering the three several tracts of land above described, has been properly executed and the same shows a sufficient balance in the appropriation account to pay the purchase price of the tracts of land here in question, which purchase price is the sum of \$1,486.00.

I am herewith returning with my approval said abstracts of title, warranty deed and encumbrance record No. 40.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*