

1031.

APPROVAL, ABSTRACT OF TITLE TO LAND IN GALLIA COUNTY,  
OHIO, FOR HIGHWAY GARAGE PURPOSES—D. W. REESE AND  
LAURA REESE.

COLUMBUS, OHIO, July 13, 1933.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—Among other files relating to the proposed purchase of certain parcels of land in the city of Gallipolis, Ohio, for state highway garage purposes, you have submitted for my examination and approval an abstract of title, warranty deed and encumbrance record No. 1412 pertaining to certain parcels of land now owned of record by D. W. Reese and Laura Reese of said city. This property is situated in the city of Gallipolis, Gallia County, Ohio, and is more particularly described as follows:

FIRST TRACT: Beginning at the Northwest corner of lot No. 49, in Barlow's Addition to the city of Gallipolis, Ohio, said corner being in the Southerly boundary line of Third Avenue, in said city; thence N 47° E 116 feet, running with and binding upon the boundary line of said Third Avenue, to the Northeast corner of lot No. 51, in said Barlow's Addition; thence S 43° E 174 feet 10 inches, running with and binding upon the northeasterly line of said lot No. 51 to the Southeast corner of said lot; thence S 47° W 116 feet to the Southwest corner of said lot No. 49; thence N 43° W 174 feet 10 inches, running with and binding upon the Westerly line of said lot, to the place of beginning, and containing 0.70 of an acre, more or less, and being all of lots Nos. 49, 50 and 51 in the said Barlow's Addition to the said city of Gallipolis, Ohio.

SECOND TRACT: Beginning at a point in the Southerly line of lot No. 47, in Barlow's Addition to the city of Gallipolis, Ohio, where the southeast corner of said lot bears N 47° E a distance of 18 feet; thence Northerly with a curve to the right to a point in the Easterly line of said lot No. 47, where the Southeast corner of said lot bears S 43° E a distance of 36 feet; thence continuing with a curve to the right, a distance of 30 feet to a point, where a point in the Westerly line of said lot No. 48 bears S 47° W a distance of 28 feet, said point being 46 feet N 43° W from the Southeast corner of said lot; thence N 47° E 30 feet to a point in the Easterly line of lot No. 48, where the Southwest corner of said lot bears S 43° E, a distance of 47 feet; thence S 43° E 25 feet along the said lot line to a point, where the Southeast corner of said lot No. 48 bears S 43° E, a distance of 22 feet; thence S 47° W 30 feet to a point, where a point in the Westerly line of said lot No. 48 bears S 47° W a distance of 28 feet, said point being 21 feet N 43° W from the Southwest corner of said lot; thence southerly with a curve to the left, a distance of 30 feet, more or less, to a point in the Southerly line of said lot No. 48, where the Southwest corner of said lot bears S 47° W a distance of 7 feet; thence S 47° W 25 feet, running with and binding upon the Southerly line of lots Nos. 47 and 48 to the place of beginning, and containing 0.05 of an acre, more or less.

Also the right to use in common, for ingress and egress, a driveway 14 feet in width, bounded and described as follows:

Beginning at a point in the Northerly line of lot No. 26, in Barlow's Addition to the city of Gallipolis, Ohio, where the Northwest corner of said lot bears S 47° W a distance of 51 feet; thence N 47° E 14 feet to a point in the Northerly line of said lot, where the Northeast corner of said lot bears N 47° E a distance of 23 feet; thence S 43° E 174 feet 10 inches to a point in the Northwesterly line of Second Avenue in the city of Gallipolis, where the Southeast corner of said lot No. 26 bears S 47° E a distance of 23 feet; thence S 47° W 14 feet, running with and binding upon the said street line, to a point where the Southwest corner of said lot bears S 47° W a distance of 51 feet; thence N 43° W 174 feet 10 inches to the place of beginning, and containing 0.05 of an acre, more or less.

It is further understood and agreed that the Sterling Oil Company, its successors and assigns, shall have the right to use in common with the grantee, any part of the above described Second tract for ingress and egress to their property.

Upon examination of the abstract of title of the above described property, which abstract was certified by the abstractor under date of January 21, 1933, I find that said D. W. Reese and Laura Reese have a good merchantable title to the above described property, free and clear of all encumbrances except taxes for the last half of the year 1932 in the amount of \$8.48, which taxes were due and payable in June, 1933. In addition to the unpaid taxes for the year 1932 here noted, the taxes for the year 1933 have since become a lien upon this property. In this connection, I assume, however, that an adjustment of the taxes on this property can be made on the basis of the taxes due and payable at the time the contract was entered into for the purchase of the property.

Before closing the transaction for the purchase of the above described property, an inspection of the court records and other records in Gallia County should be made to ascertain whether any judgments, mortgages or other liens have been entered upon this property. In line with this suggestion, I am sending a copy of this opinion to the abstractor, and I assume that you will likewise communicate with him in regard to the matter.

Upon examination of the warranty deed tendered by D. W. Reese and Laura Reese, I find that said deed has been properly executed and acknowledged and that the form of said deed is such that the same is legally sufficient to convey this property to the State of Ohio by full fee simple title with a covenant of warranty against all encumbrances whatsoever.

Upon examination of encumbrance record No. 1412, I find that the same has been properly executed and there is shown thereby a sufficient unencumbered balance in the appropriation account to pay the purchase price of this property.

I am herewith enclosing said abstract of title, warranty deed and encumbrance record No. 1412, in which encumbrance record I may further observe there is a recital that the purchase of this property has been approved by the Board of Control, and that by the action of said Board the necessary amount of money covering the purchase price of the property has been released for said purpose.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*