

1003.

APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED AND CONTRACT ENCUMBRANCE RECORD RELATING TO THE PROPOSED PURCHASE OF LAND IN SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, August 11, 1937.

HON. CARL E. STEEBE, *Secretary, Board of Control, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR: You have recently submitted for my examination and approval an abstract of title, warranty deed and contract encumbrance record No. 50, relating to the purchase of a tract of land which is now owned of record by Ogra Creech and Jennie Creech, his wife, in Scioto County, Ohio. The tract of land referred to contains 88.05 acres, more or less, is located in Rarden Township in said county, is a part of Survey No. 16048, and is described by metes and bounds in the warranty deed hereinafter referred to.

Upon examination of the abstract of title relating to this tract of land, which abstract is certified by the abstractor under date of June 1, 1937, I find that said Ogra Creech and Jennie Creech, his wife, had a good merchantable fee simple title to this property, subject only to the taxes for the year 1937. The amount of these taxes is stated in the contract. The title to this tract of land above referred to is approved, as is the abstract of title relating to the same.

Upon examination of the warranty deed tendered by Ogra Creech and Jennie Creech, his wife, I find that the deed has been properly executed and acknowledged by said grantors and that the form of the deed is such that the same is legally sufficient to convey this tract of land by full description thereof to the State of Ohio by fee simple title with a covenant of warranty on the part of said grantors that the property conveyed to the State is free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 50, submitted as one of the papers relating to the purchase of this property, has been properly executed and the same shows a sufficient balance in the rotary fund A, Division of Forestry, to the credit of the Ohio Agricultural Experiment Station to pay the purchase price of \$462.26. The purchase price of the property being paid out of said rotary fund established under House Bill No. 571 enacted by the 91st General Assembly, no approval of this purchase by the Controlling Board is necessary.

I am herewith returning said abstract of title, warranty deed and contract encumbrance record No. 50, together with other papers relating to the purchase of this property.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

1004.

APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED AND CONTRACT ENCUMBRANCE RECORD RELATING TO THE PURCHASE OF LAND IN FRANKLIN TOWNSHIP, ROSS COUNTY, OHIO.

COLUMBUS, OHIO, August 11, 1937.

HON. CARL E. STEEB, *Secretary, Board of Control, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR: You have recently submitted for my examination and approval an abstract of title, warranty deed and contract encumbrance record No. 53, relating to the purchase of a tract of land containing 287.80 acres, which is now owned of record by L. Clara Smith and Cora B. O'Harra, located in the Township of Franklin, County of Ross, State of Ohio, said tract of land being all of Survey No. 13473 and parts of Surveys Nos. 10726, 3041, 10727 and 13441, Virginia Military District. Said tract of land is described by metes and bounds in the warranty deed hereinafter referred to.

Upon examination of the abstract of title relating to this tract of land, which abstract of title is certified by the abstractor under date of July 3, 1937, I find that said Cora B. O'Harra and L. Clara Smith had a good merchantable fee simple to this property, subject to the tax lien for 1937.

It appears that under date of January 17, 1920, one John T. Gill and his wife conveyed to one David Bonawitz the property in question, which conveyance was recorded properly among the Deed Records of Ross County, Ohio, and which appears to be a land contract covering a period of thirteen years from 1920. Contained in the abstract to the property in question are affidavits of Cora B. O'Harra and L. Clara Smith that the said David Bonawitz or any one claiming under him has never claimed any right, title or interest in and to these premises nor has he or any one claiming under him been in possession of the premises or any