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DISAPPROVAL — WARRANTY DEED, CONTRACT ENCUMBRANCE RECORD, ETC. EXECUTED BY THE NORTHERN OHIO GUARANTEE TITLE COMPANY—MARY CALLAHAN.

COLUMBUS, OHIO, March 24, 1937.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certificate of title executed by The Northern Ohio Guarantee Title Company, the same being certificate No. 56,852, under date of March 2, 1937, a warranty deed and contract encumbrance record No. 20, all of which relate to the proposed purchase by your department for and in the name of the State of Ohio of a tract of land in Green Township, Summit County, Ohio, which you are acquiring as a part of the Nimi-sila Creek Basin Reservoir Project. This tract of land, which is owned of record by one Mary Callahan, is further and more fully described in the deed which has been tendered to the State of Ohio, including the exceptions and reservations therein stated, as follows:

Being Lot No. Six (6) in C. C. McCue's Little Farms Allotment in the West half of the northwest quarter of Section 19, Green Township, as surveyed by S. C. Swigart & Son, and recorded in Plat Book 36, Page 7, Summit County Records, together with all the hereditaments and appurtenances thereof, but subject to all legal highways, excepting and reserving from the above described land a certain right of way of The Canton Massillon and Akron Railroad Company extending through said property, as recorded in Volume 273, Page 613 of Summit County Records of Deeds, but subject to all legal highways, and subject to an easement for a telephone right of way to Charles E. Wise recorded in Volume 353, Page 59, of the record of deeds aforesaid, subject to an easement to The Tide Water Pipe Company, Limited, recorded in Volume 376, Page 563, of the record of deeds aforesaid, and subject to an oil and gas lease to The East Ohio Gas Company, recorded in Volume 1298, Page 3, of Summit County Records of Leases.

Further excepting and reserving to the Grantor, her heirs and assigns, all gas and oil underlying the soil.

Upon examination of the certificate of title submitted to me, I find that Mary Callahan, the owner of record of this property, has a good merchantable fee simple title to the above described lot and tract of land subject only to the exceptions hereinafter noted.

In the description of Lot No. 6 in the C. C. McCue's Little Farms Allotment, as the same is set out in the certificate of title and in the deed above referred to, there is excepted and reserved therefrom a certain right of The Canton, Massillon and Akron Railroad Company extending through said property. From the certificate of title it appears that the tract of land now included in Lot No. 6 in C. C. McCue's Little Farms Allotment above described was formerly owned by Charles A. Smith as a part of a larger tract of eighty-two acres, more or less, then owned by him; and that on August 14, 1901, he, together with his wife, Matilda Smith, executed a warranty deed in and by which he granted and conveyed to The Canton, Massillon and Akron Railroad Company by apparent fee simple title a strip of land sixty feet wide extending in a northerly and southerly direction through said eighty-two-acre tract of land and through the smaller tract which is now Lot No. 6 in C. C. McCue's Little Farms Allotment. By information which comes to me otherwise than from this certificate of title, I am advised that this sixty-foot strip of land which has been excepted from the tract above described is now owned and held by The East Ohio Gas Company and that arrangements are to be made whereby the state is to acquire the interest of The East Ohio Gas Company in this strip of land extending as it does now throughout the whole length of the C. C. McCue's Little Farms Allotment.

Exceptions which I have noted to the title of Mary Callahan in and to the above described tract of land are as follows:

1. On March 16, 1907, Charles A. Smith, then the owner of the above described and other lands included within what is now the C. C. McCue's Little Farms Allotment, executed an instrument in deed form in and by which he conveyed to one Charles E. Wise an easement for the erection of a telephone line, together with the necessary poles, wires and other equipment, which was to be erected along the highway on the westerly line of the grantor's premises and along the easterly side of said highway. I am not advised by the certificate of title or otherwise as to what, if anything, was done by said Charles E. Wise or by his successors in interest under this easement with respect to the construction of a telephone line or otherwise. You or your engineers and agents in charge of the construction of this project are doubtless advised of this easement and of any telephone line construction pursuant to the same.

2. On November 13, 1908, said C. A. Smith, being the owner of the eighty-two-acre tract of land above referred to, executed an instru-

ment in and by which he conveyed to The Tide Water Pipe Company, Limited, a right of way for the construction and maintenance of pipe lines and of a telegraph line over and through said lands. There is nothing in the certificate of title to indicate how the particular tract of land here in question and above described is affected by this easement or by any pipe line or telegraph line which may have been constructed pursuant to the same. With respect to this matter as with respect to that above noted, you and your designated engineers and agents in charge of this project are doubtless advised as to the situation in connection with the easement here referred to.

3. On August 16, 1928, C. Clifton McCue, who then owned the eighty or eighty-two-acre tract of land formerly owned by C. A. Smith and above referred to, executed an oil and gas lease to The East Ohio Gas Company in and by which there was granted to said company the right to the oil and gas in said eighty-acre tract of land for a term of five years and so much longer as oil or gas or their constituents might be found in and upon said premises. There is nothing in the certificate of title or in any of the other files submitted to me which indicates what, if any, developments for oil or gas have been made upon the above described tract of land which was and is included within the larger tract of land covered by this lease. And in this situation I am not advised as to whether or not this lease is now in effect.

4. From the certificate of title it appears that an easement was levied on the above described lot and tract of land for the improvement of South Main Street, said assessment being payable in twenty semi-annual installments of \$10.41 each, beginning December 20, 1926. This assessment to the extent of the installments remaining unpaid thereon, together with penalties on delinquent installments, is a lien upon this property. The status of these assessment installments is as follows:

Delinquent installments of former years and penalties thereon amount to the sum of \$47.03.

The assessment installment for the first half of the year 1935, amounting to the sum of \$10.41, is delinquent, upon which a penalty has been assessed in the sum of \$1.04.

The assessment installment for the last half of the year 1935, amounting to the sum of \$10.41, is delinquent, upon which a penalty has been assessed in the sum of \$1.04.

Likewise, the assessment installments for the first half and the second half of the year 1936 are unpaid and are subject to a penalty of \$1.04 as to each of said installments.

Although it is not so stated in the certificate of title, I assume that the assessment installment for the first half of the year 1937 is likewise unpaid.

Before closing the transaction for the purchase of this property, you should see that the full amount of the assessment upon this lot, including penalties on delinquent installments, is paid whether the installments of such assessment are now due and payable or not.

5. The certificate of title makes the following statement with respect to the general taxes on this property :

“Delinquent General Taxes of former years, amounting to \$2.63, are a lien.

Taxes for the first half of 1935, amounting to \$2.01, are delinquent; penalty 20 cents.

Taxes for the last half of 1935, amounting to \$2.01, are delinquent; a penalty of 10% will be added to this amount.

Taxes for 1936 are a lien.”

Subject to the exceptions above noted, the title of Mary Callahan in and to the above described property is hereby approved.

The warranty deed tendered by Mary Callahan, who is an unmarried person, has been properly executed and acknowledged by said grantor and the form of the deed is such that the same is legally sufficient to convey the above described property, subject to the reservations therein contained, to the State of Ohio by fee simple title with a covenant of warranty that the property is conveyed to the state free and clear of all encumbrances whatsoever. This deed is accordingly hereby approved my me.

Contract encumbrance record No. 20, which has been submitted as a part of the files relating to the purchase of this property, has been properly executed in compliance with the provisions of Section 2288-1, General Code, and the same shows a balance in the appropriation account to the credit of your department for the Nimisila Creek Basin Reservoir Project sufficient in amount to pay the purchase price of the above described lot and tract of land, which purchase price is the sum of \$1128.00.

It further appears from a copy of a certificate over the signature of the President of the Controlling Board that said Board has approved the purchase of this property and has released from the appropriation account to the credit of your department a sufficient amount of money to pay the purchase price of this property and of other lands acquired or to be acquired in connection with the project above referred to.

I am herewith returning the certificate of title, warranty deed, con-

tract encumbrance record No. 20 and other files relating to the purchase of this property for your further action in the premises.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General*

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APPROVAL—WARRANTY DEED, CONTRACT ENCUMBRANCE RECORD, ETC. EXECUTED BY THE NORTHERN OHIO GUARANTEE TITLE COMPANY OF AKRON, OHIO—GEORGE M. McEWEN.

COLUMBUS, OHIO, March 24, 1937.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval certificate of title No. 56,997, executed by The Northern Ohio Guarantee Title Company of Akron, Ohio, a warranty deed, contract encumbrance record No. 17 and other files relating to the proposed purchase of a tract of land in Green Township, Summit County, Ohio, which you are acquiring for and in the name of the State of Ohio as a part of Nimisila Creek Basin Reservoir Project.

This tract of land, which is owned of record by one George M. McEwen, is described in the certificate of title and in the warranty deed tendered by said George M. McEwen as follows:

Being all of Lot Number Five (5) in C. C. McCue's Little Farms Allotment in the West Half of the Northwest quarter of Section 19, Green Township, as surveyed by S. G. Swigart and Son, and recorded in Plat Book 36, page 7, Summit County Records, together with all the hereditaments and appurtenances thereof, but subject to all legal highways. Excepting and reserving from the above described land a certain right of The Canton, Massillon and Akron Railroad Company extending through said property, as recorded in Volume 273, Page 613 of Summit County Records of Deeds.

Upon examination of the certificate of title above referred to, which certificate is certified by said title company as of March 2, 1937, I find that said George M. McEwen is the owner of record of the above