

as is evidenced by my approval endorsed upon your finding and upon the duplicate and triplicate copies thereof, all of which are herewith enclosed.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

587.

APPROVAL—CORRECTED CONTRACT ENCUMBRANCE RECORD, ETC. FOR A TRACT OF LAND IN GREEN TOWNSHIP, SUMMIT COUNTY, OHIO—JOSEPH SZABO AND TRIZA SZABO.

COLUMBUS, OHIO, May 12, 1937.

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

DEAR SIR: You have submitted for my examination and approval Certificate No. 56,886, executed by The Northern Ohio Guarantee Title Company, under date of February 27, 1937, a Warranty Deed, hereinafter referred to, and Contract Encumbrance Record No. 18, relating to the proposed purchase by the State of Ohio, through your department, of a tract of land which is owned of record by Joseph Szabo and Triza Szabo, in Green Township, Summit County, Ohio, which tract of land is a part of the southeast quarter of Section No. 19 in said township, and which is more particularly described as follows:

Beginning at a stake on the southeast corner of the southeast quarter of Section No. 19; thence N. 6° 55' 45" E. four hundred and no hundredths (400.00) feet measured along the east line of Section No. 19 to a stake and the true place of beginning of the description of the property to be conveyed; thence continuing along the east line of Section No. 19 N. 6° 55' 45" E. five hundred seven and twenty-two (507.22) feet to the center line of the Clinton-Greensburg Road; thence along the center line of the Clinton-Greensburg Road and the south line of lands owned by Adam Pamer S. 85° 44' 40" W. thirteen hundred ninety-six and thirty-seven hundredths (1396.37) feet to a point; thence along the east line of lands owned by Charles E. Snyder S. 6° 49' 47" W. six hundred thirty-three and seventy-

three hundredths (633.73) feet to the south line of Section No. 19; thence along said south line S. 82° 57' 38" E. eight hundred twenty-eight and seventy-four hundredths (828.74) feet to a stake; thence N. 6° 55' 45" four hundred and no hundredths (400.00) feet; thence S. 82° 57' 38" E. five hundred forty and no hundredths (540.00) feet to the true place of beginning and containing nineteen and twenty-six hundredths (19.26) acres of land as surveyed June 9, 1936, by Francis Stafford.

On examination of the certificate of title submitted to me I find that Joseph Szabo and Triza Szabo have a good indefeasible title to the above described tract of land and that the owner holds the same free and clear of all encumbrances whatsoever other than the following which are here noted as exceptions to the title in and by which Joseph Szabo and Triza Szabo own and hold this tract of land:

1. On April 6, 1928, one Adam Pamer, who then owned and held a larger tract of 77.25 acres of land which included the tract of land above described, executed a mortgage on the whole of said larger tract of land to the Kentucky Joint Stock Land Bank for the purpose of securing the payment of a mortgage note of even date therewith in the sum of \$2000.00 . It does not appear of record that said mortgage has been cancelled or released with respect to the 19.26 acres of land here in question; although as to this it is noted in the certificate that in a petition filed by the Kentucky Joint Stock Land Bank under date of March 16, 1934 (Case No. 104,139, Summit County Common Pleas), it was stated that on or about May 1, 1930, the tract of land here in question (therein referred to as 17.194 acres) was released from the lien of said mortgage and that said tract of land did not comprise any part of the security for said mortgage loan. As to this, we can only say that no reason is seen for not filing this mortgage release referred to in the petition of the Kentucky Joint Stock Land Bank so that the same can become a matter of record in the office of the Recorder of Summit County, Ohio, and you are advised not to purchase this property until the mortgage above referred to is cancelled of record, or until the release of the tract of land here in question is filed for record in the office of the County Recorder.

2. On June 8, 1928, Adam Pamer executed an oil and gas lease upon the larger tract of 77 acres then owned by him, which included the smaller tract of land here in question. By this oil and gas lease the East Ohio Gas Company, the lessee therein named, was granted the right of drilling and operating for oil and gas on said premises, and was likewise granted the right of laying pipe lines and constructing tanks, stations and other structures thereon in connection with the development of

the land for oil and gas and for the purpose of storing and transporting the same. This lease was for a stated term of twenty years and for so much longer as oil or gas or its constituents might be found on said premises in paying quantities. This oil and gas lease has not been canceled or released of record and the same is an encumbrance upon the property. I am not advised by the certificate of title or from any other information at hand as to what if any developments have been made under this lease. Doubtless you, or your representatives who are in the field in connection with the construction of the Nimisila Creek Basin Reservoir improvement, are familiar with this lease and of any developmnets thereunder, and the same is here noted for the reason that as a matter of law the same is an encumbrance upon the property.

It appears from the certificate of title that there are no special assessments upon the property and that the taxes on the property for the year 1935 and prior thereto are paid. It is recited in said certificate of title that the taxes on the property for the year 1936 are a lien upon the property. As to this I may add that the undetermined taxes for the year 1937 are likewise a lien upon the property.

Subject to the exceptions above noted, the title of Joseph Szabo and Triza Szabo in and to the above described tract of land is hereby approved.

The warranty deed tendered to the State of Ohio by Joseph Szabo and Triza Szabo has been properly executed and acknowledged by said grantor, and the form of this deed is such that the same is legally sufficient to convey the property therein described to the State of Ohio by fee simple title free and clear of the respective dower interests which each of these grantors has in the undivided estate of the other in and to the above described tract of land. This deed contains a warranty that the property is conveyed to the State free and clear of all encumbrances whatsoever. This being so, you should see that all of the exceptions above noted to the title of these grantors in and to this property, including that for taxes, are satisfied before closing the transaction for the purchase of this property. The Warranty Deed as tendered by said grantors above named is likewise approved by me.

The Contract Encumbrance Record No. 18, which has been submitted to me as a part of the file relating to the purchase of this property has been properly executed and the same shows a balance in the appropriation account to the credit of your account, otherwise unencumbered, sufficient in amount to pay the purchase price of the above described tract of land, which purchase price is the sum of \$2000.00.

In this connection, I note that it appears by way of recital in said contract Encumbrance Record that the purchase of this property has been approved by the Controlling Board and that said board has released

from the appropriation account the money necessary to pay the purchase price thereof.

I am herewith returning to you said Certificate of Title No. 56,886, said Warranty Deed and Contract Encumbrance Record No. 18, to the end that after an adjustment of the matters herein noted as exceptions to the title, a voucher may be issued covering the purchase price of this property.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

588.

APPROVAL—CORRECTED CERTIFICATE OF TITLE, WARRANTY DEED, AND CONTRACT ENCUMBRANCE RECORD FOR A TRACT OF LAND IN McCUE'S LITTLE FARMS ALLOTMENT, GREEN TOWNSHIP, SUMMIT COUNTY, OHIO.

COLUMBUS, OHIO, May 13, 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. 56851 executed by The Northern Ohio Guarantee Title Company of Akron, Ohio, under date of February 26, 1937, a warranty deed and contract encumbrance Record No. 23, relating to the proposed purchase by the State of Ohio for the use of your department of a parcel of land situated in Green Township, Summit County, Ohio, and known as being Lot No. 4 in the 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, and 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 Vol 273, page 613 of the Deed Records in the office of the County Recorder of Summit County, Ohio.

Upon examination of the certificate of title submitted, I find that Bunyan C. Martin and Gladys V. Martin have a good merchantable fee simple title to the above described parcel of land and that they own and