

3010.

APPROVAL—ABSTRACT OF TITLE, PROPOSED PURCHASE  
PARCEL OF LAND FROM LADORA M. JONES, PORTION  
OF OUTLOT No. 33, VILLAGE OF OXFORD, BUTLER  
COUNTY, OHIO, BY BOARD OF TRUSTEES, MIAMI UNI-  
VERSITY—SUPPLEMENTAL OPINION TO FOLLOW.

COLUMBUS, OHIO, September 21, 1938.

HON. W. P. ROUDEBUSII, *Secretary, Board of Trustees, Miami Univer-*  
*sity, Oxford, Ohio.*

DEAR SIR: You have submitted for my examination and approval an abstract of title and an extension thereof and, likewise, a warranty deed relating to a parcel of land which is owned of record by one Ladora M. Jones, by way of perpetual leasehold interest, which parcel of land is described in the deed which has been tendered by said Ladora M. Jones, as follows:

The West two-thirds ( $\frac{2}{3}$ ) of the South one-half ( $\frac{1}{2}$ ) of the North one-half ( $\frac{1}{2}$ ) of Outlot number thirty-three (33) as the same is known and designated on the plat of the Village of Oxford, Butler County, Ohio.

Upon examination of said abstract of title and continuation, which continuation is certified by the abstracter under date of September 1, 1938, I find that Ladora M. Jones has a good and indefeasible perpetual leasehold estate and interest in the above described parcel of land and that she owns and holds the same free and clear of all encumbrances except the following liens which are here noted as exceptions to the title in and by which she owns and holds her said estate and interest in this land.

1. On April 4, 1927, Ladora M. Jones and Guy Jones, her husband, executed a mortgage on the parcel of land therein described as the south half of the north half of Outlot 33 as the same is known and designated on the recorded plat of the village of Oxford, Butler County, Ohio; which, of course, includes the smaller parcel of land here in question included in the deed tendered by Ladora M. Jones to the President and Trustees of Miami University. This mortgage was executed to The Central Building and Loan Association Company of Hamilton, Ohio, for the purpose of securing the payment of an obligation in the amount of \$200.00 evidenced, I assume, by a promissory note of some kind. This mortgage has not been canceled of record and the same

is a lien upon Ladora M. Jones' leasehold interest in and to the above described property to the extent of the amount of money remaining unpaid upon the obligation secured by said mortgage.

2. On August 28, 1926, Ladora M. Jones and Guy Jones, her husband, executed a mortgage to The Central Building and Loan Association of Hamilton, Ohio, for the purpose of securing the payment of an obligation in the sum of \$3,000.00. This mortgage has not been canceled of record and the same is likewise a lien upon Ladora M. Jones' perpetual leasehold interest in the above described property to the extent of the amount of money remaining unpaid on the obligation secured by this mortgage.

Needless to say, the mortgages above noted and the obligations secured thereby should be paid off and canceled or otherwise released so far as the parcel of land here in question is concerned, before the transaction for the purchase of this property is closed by the issuance of the State Auditor's warrant covering the purchase price of the property.

In addition to the encumbrances above noted, it appears that the taxes for the last half of the year 1937, amounting to the sum of \$42.82, and delinquent taxes and current and delinquent assessments, making in all the sum of \$208.18, are unpaid and are a lien upon the whole of said lot described as the south half of the north half of Lot 33 in the village of Oxford, Butler County, Ohio. In addition to this, the undetermined taxes for the year 1938 on said lot are likewise a lien upon the property. Provision should, of course, be made for the adjustment and payment of these taxes before closing the transaction for the purchase of this property.

Upon examination of the warranty deed tendered by Ladora M. Jones and by Guy Jones, her husband, I find that said deed has been properly executed and acknowledged by said grantors and that the form of this deed is such that the same is legally sufficient to convey to the President and Trustees of Miami University all of the right, title and interest which said Ladora M. Jones owns and holds in the parcel of land described in this deed, free and clear of the inchoate dower interest of said Guy Jones; and that upon the acceptance of said deed the President and Trustees of Miami University, as a body corporate, will own and hold the fee simple title in and to the property herein described.

Although I have hereby approved the title of Ladora M. Jones in and to the above described parcel of land subject to the exceptions above noted, I cannot at this time approve the purchase of this property by the President and Trustees of Miami University or the issuance by the Auditor of State of a warrant for the purchase price of this property, for the reason that no contract encumbrance record covering such purchase

price has been presented for my consideration and approval. When such contract encumbrance record, executed in the manner required by law, has been presented to me for approval and the same is approved, a further opinion will be directed to you relating to the purchase of this property.

I am retaining the abstract of title and warranty deed appending the submission of the contract encumbrance record above referred to; and the same will be forwarded to you, together with my supplemental opinion in this matter.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*

3011.

APPROVAL—ABSTRACT OF TITLE, PARCEL OF LAND OWNED BY PAUL HOWELL, PART OF LOT No. 5, SECTION 23, TOWN 5, RANGE 1, OXFORD TOWNSHIP, BUTLER COUNTY, OHIO, PROPOSED PURCHASE BY BOARD OF TRUSTEES, MIAMI UNIVERSITY—SUPPLEMENTAL OPINION TO FOLLOW.

COLUMBUS, OHIO, September 23, 1938.

HON. W. P. ROUDEBUSH, *Secretary, Board of Trustees, Miami University, Oxford, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval an abstract of title and warranty deed relating to a parcel of land which is owned of record by one Paul Howell, which parcel of land is described as follows:

Being part of Lot Number Five (5) in Section 23, Town 5, Range 1, Oxford Township, Butler County, Ohio, more particularly described as follows:

Beginning at a stake which is found by measuring from the Southeast corner of said lot along the South line West twelve (12) chains and forty (40) links; thence by the true bearing North ten (10) chains and thirty (30) links and from said stake so found East three (3) chains and forty-two (42) links; thence South one (1) chain and forty-six (46) links; thence West three (3) chains and forty-two (42) links. Thence North one (1) chain and forty-six (46) links to the place of beginning.