

I am herewith returning same together with the duplicate and triplicate copies thereof with my approval endorsed thereon.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3953.

APPROVAL, BONDS OF FRAZEYSBURG VILLAGE SCHOOL DISTRICT,
MUSKINGUM COUNTY, OHIO—\$700.00.

COLUMBUS, OHIO, January 14, 1932.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3954.

APPROVAL, BONDS OF VILLAGE OF SYLVANIA, LUCAS COUNTY,
OHIO—\$32,156.92.

COLUMBUS, OHIO, January 14, 1932.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3955.

APPROVAL, ABSTRACT OF TITLE TO LAND IN THE VILLAGE OF
WOODSFIELD, MONROE COUNTY, OHIO.

COLUMBUS, OHIO, January 14, 1932.

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

DEAR SIR:—You have submitted for my examination and approval an abstract of title, warranty deed, encumbrance record No. 1369, and board of control release relating to the purchase of a certain parcel of land situated in the Village of Woodsfield, Monroe County, Ohio, the same being a part of the southeast quarter of section 36, township 4, range 5, and more particularly described as follows:

“Beginning at a point in the property line between H. H. Fleahman and the Grantor, said point being 50.03 feet measured along said property line from Station 16+ 22.7 in the center line of survey made by the Department of Highways, said point being some 47.73 feet measured along the said property line from the center of the present county road leading from Woodsfield to Louisville; thence South 2° West 102.27 feet to a point of intersection with the Northerly right of way line of

the O. R. and W. R. R.; thence along said right of way line North 65° 32' West 154 feet to a point; thence continuing along said right of way line North 72° 47' West 248 feet to a point in the Westerly line of the premises owned by the Grantor; thence along said Westerly line North 15° East 44.64 feet to a point in said property line between the Pennsylvania Railroad and Grantor; thence South 73° 43' East 40 feet from and parallel with the center line of survey made by the Department of Highways, a distance of 201.7 feet to a point, said point being at right angles to and 40 feet from Station 17+ 95.8 in said center line of survey; thence south 16° 17' West a distance of 10 feet to a point, said point being at right angles to and 50 feet from Station 17+ 95.8 in said center line of survey; thence in an Easterly direction with curve to the left being 50 feet from and parallel with the center line of survey, same having a radius of 1005.37 feet, a distance of 180.4 feet to the place of beginning, all of which property being part of a tract of land conveyed by H. H. Fleahman and Mena Fleahman to the Grantor herein by deed recorded in Volume 92, Pages 394-395 of the Deed Records of Monroe County, Ohio."

The property above described is owned of record by The Standard Oil Company; and upon examination of the abstract of title, which is certified by the abstracter, under date of June 17, 1931, I find that as of that date The Standard Oil Company had a good and indefeasible fee simple title to this parcel of land, free and clear of all encumbrances except the taxes for the last half of the year 1930 amounting to one hundred twelve dollars and forty-six cents (\$112.46), and the then undetermined taxes on the property for the year 1931. These taxes are, of course, a lien upon the property.

Upon examination of the warranty deed tendered by The Standard Oil Company, I find that the same has been properly executed by said company by the hands of its duly authorized officers, and that the same has been otherwise properly executed and acknowledged. I further find that the form of said deed is such that it is sufficient to convey the above described property to the State of Ohio by fee simple title; and that the same contains a covenant that the property is free and clear of all encumbrances "except taxes for the last half of the year 1930 and taxes for 1931, which the grantee assumes and agrees to pay". I assume from this recital in the deed that there has been some agreement between The Standard Oil Company and your department with respect to the payment of these taxes which, as above noted, are a lien upon the property.

Encumbrance record No. 1369, which has been submitted as a part of the files relating to the purchase of this property, has been properly executed and the same shows that there is a sufficient balance in the appropriation account to pay the purchase price of the property.

It likewise appears from a communication directed to you by the president of the board of control that the purchase of this property has been approved by the board of control and the money necessary to pay the purchase price thereof has been released for said purpose.

I am herewith returning said abstract of title, warranty deed, encumbrance record No. 1369, and board of control release.

Respectfully,

GILBERT BETTMAN,
Attorney General.