

that the necessary papers and documents are on file in said office, and the tabulation of bids received on this project.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other documents submitted in this connection.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*

1774.

APPROVAL.—ABSTRACT OF TITLE, WARRANTY DEED AND CONTRACT, PURCHASE BY STATE OF OHIO THROUGH CONSERVATION COMMISSIONER, CERTAIN PARCELS OF LAND FROM WILLIAM A. MARTIN, PERRY TOWNSHIP, PUTNAM COUNTY, OHIO, PURCHASE PRICE, \$6,000.00.

COLUMBUS, OHIO, January 17, 1938.

HON. L. WOODDELL, *Conservation Commissioner, Columbus, Ohio.*

DEAR SIR: You recently submitted for my examination and approval certain abstracts of title, warranty deed, contract encumbrance record No. 14 and other files relating to certain parcels of land which are owned of record by one William A. Martin in Perry Township, Putnam County, Ohio, and which are more particularly described as follows:

The West half of the West fraction of the Northwest fractional quarter of Section 27, Town 1 North, Range 5 East, of the First Principal Meridian, commencing for the same on the South right-of-way of the Findley, Ft. Wayne and Western Railroad, at a post 50 links South of the Northwest corner of said section 27, town and range aforesaid; running thence South 14 chains and 10 links to a stone on meander post on the right bank of the Auglaize River; thence running up and along the meanderings of the right bank of said river, viz: South 55 degrees East 4.70 chains; thence South 20 degrees 4.30 chains; thence South 7 degrees East 5.80 chains; thence South 49 degrees East 2.60 chains; thence South 62 degrees East 2.00 chains; thence South 75 degrees

East 1.78 chains; thence leaving said river and running north 29.80 chains to the South right-of-way of aforesaid railroad to a stone; thence running South  $89\frac{1}{2}$  degrees West 11.475 chains along the right-of-way of said railroad to the place of beginning, containing 26 acres of land, except a strip 20 feet in width off of the East side of the above described tract, containing after said exception 25 acres of land.

Also, the Northeast fraction of the Northeast quarter of Section 28, Town 1 North, Range 5 East, containing 16 acres of land, being all that part of the Northeast fraction of the Northeast quarter of said section, Town and Range, except that which was heretofore sold to Geo. W. Moore and the Findlay, Ft. Wayne and Western Railroad, containing in all after said exception 39 acres of land, except from the above described premises lands conveyed in deed recorded in Vol. 138, Page 201 and deed in Volume 139, Page 22 and deed in Vol. 139, Page 21.

Also, situated in the Township of Perry, County of Putnam and State of Ohio, and known as the five (5) acre-tract being more particularly described as follows: Commencing at the Northeast corner of the South half of the Northeast quarter of Section 28, Town and Range aforesaid, thence West to the center of the public road; thence in a northeasterly direction along the south line of the Perry Township cemetery to the Auglaize River; thence up said river with the meanderings thereof to the place of beginning, containing five (5) acres of land.

Upon examination of the abstracts of title submitted, I find that William A. Martin has a good merchantable fee simple title to the above described parcels of land and that he owns and holds the same free and clear of all encumbrances except the taxes on the property for the last half of the year 1936, amounting to the sum of \$9.19, which were payable June, 1937, the taxes on the property for the year 1937, the amount of which was undetermined at the time of the certification of the last extension of the abstracts of title submitted, and except a mortgage on the above described and other property of William A. Martin executed by him and by Jennie L. Martin, his wife, to the Ottawa Home and Savings Association under date of August 20, 1936. This mortgage was executed by William A. Martin and Jennie L. Martin to secure the payment of their promissory note of even date therewith in the sum of \$1500.00, payable three years from date with interest at the rate of six per centum per annum.

This mortgage has not been canceled of record and the same is a lien upon the above described property.

Needless to say, provision should be made by William A. Martin for the payment of the taxes above referred to and of the obligation secured by said mortgage, before the transaction for the purchase of this property is closed by the issue of voucher and warrant covering the purchase price of the property.

Upon examination of the warranty deed tendered by William A. Martin and by Jennie L. Martin, his wife, I find that this 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 this property to the State of Ohio by fee simple title with a covenant of warranty that the property is free and clear of all encumbrances whatsoever. In this connection, it is noted, however, that the consideration for the conveyance of this property to the State of Ohio is stated in the deed to be one dollar. It appears from the contract encumbrance record, which has been submitted to me, that the purchase price of this property is the sum of \$6000 and that this is the amount of money that is to be paid to said William A. Martin and Jennie L. Martin for the property above described. It is a rule of long standing both in this office and in that of the Auditor of State that all deeds conveying property to the State of Ohio shall set out in the consideration clause of the deed the exact amount of money to be paid for the property therein described. It is suggested, therefore, that this deed be returned to the grantors for correction as herein indicated.

Upon examination of contract encumbrance record No. 14, above referred to, I find that the same has been properly executed and that there is shown thereby a balance in the appropriation account to the credit of the Division of Conservation, otherwise unencumbered, sufficient in amount to pay the purchase price of the above described property, which purchase price is the sum of \$6,000.00. It further appears from the files submitted that the purchase of this property has been approved by the Controlling Board and likewise by the Conservation Council, acting under the authority conferred upon it by section 472, Geeral Code. Subject to the exceptions above noted, I am herewith approving said abstracts of title and other files submitted to me, all of which are herewith returned.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*