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APPROVAL—BONDS OF BLUE ASH RURAL SCHOOL DISTRICT, HAMILTON COUNTY, OHIO, \$2,600.00.

COLUMBUS, OHIO, March 23, 1937.

State Employees Retirement Board, Columbus, Ohio.

GENTLEMEN :

RE: Bonds of Blue Ash Rural School Dist., Hamilton County, Ohio, \$2,600.00.

I have examined the transcript of proceedings relative to the above bonds purchased by you. These bonds comprise part of an issue of real estate bonds in the aggregate amount of \$3,840.00, dated April 1, 1930, bearing interest at the rate of 5% per annum.

From this examination, in the light of the law under authority of which these bonds have been authorized, I am of the opinion that bonds issued under these proceedings constitute a valid and legal obligation of said school district.

Respectfully,

HERBERT S. DUFFY,
Attorney General

314.

APPROVAL—CORRECTED ABSTRACT OF TITLE, ETC.—
FLOYD FRANK AND REBEKAH FRANK.

COLUMBUS, OHIO, March 23, 1937.

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

DEAR SIR: You recently submitted for my examination and approval a corrected abstract of title, warranty deed, contract encumbrance record No. 22 and other files relating to the proposed purchase by the Conservation Council of a tract of land owned of record by Floyd Frank and Rebekah Frank in Johnson Township, Champaign County, Ohio, and which is more particularly described as follows:

Beginning at a point in the geographic center of Section 22, said point being in the Northeast corner of the Southwest Quarter of Section 22, Johnson Township, Champaign County, Ohio, Town 3 East, Range 12 North; thence running South $1^{\circ} 28'$ East, along the property line between the grantor and Hallet L. Hunt, et al., a distance of 1339.69 feet to a point in a concrete monument; said point being in the common corner between the F. and R. Frank, Hallet Hunt and W. F. and F. E. Pence farms; thence South $89^{\circ} 58'$ West, along the property line between the grantor and W. F. and F. E. Pence, a distance of 310 feet, more or less, to a point in a concrete monument; thence North $31^{\circ} 05'$ West a distance of 669.38 feet to a point in a concrete monument; thence North $64^{\circ} 04'$ West, a distance of 1756.19 feet, to a point in a concrete monument; said point being in the common corner between the F. and R. Frank, Mary E. Wilson and Joseph W. Lickliger farms; thence North $89^{\circ} 58'$ East, along the property line between the grantor and Joseph W. Lickliger, a distance of 2180 feet, more or less, to the place of beginning, and containing 31 acres, more or less. The above described tract of land is the northeast part of an eighty (80) acre tract of land conveyed to the grantor from William and Rebecca Ward, as recorded in Vol. 90, Page 382, of the Deed Records in the Champaign County Recorder's office. As per new survey made by the Ohio Department of Conservation.

Upon examination of the abstract of title submitted to me, which abstract is certified by the abstracter as of February 10, 1937, I find that Floyd Frank and Rebekah Frank, as tenants in common, have a good and indefeasible fee simple title to this property and that they own and hold the same free and clear of all encumbrances except the following liens and adverse interests which are here noted as exceptions to the title in and by which this property is now owned and held:

1. It appears from the abstract that the taxes on this property and upon a larger tract of 76 acres, of which the lands here in question are a part, amounting to the sum of \$38.82, are unpaid and are a lien upon the property. Inasmuch, as is hereinafter noted, as this property is to be conveyed to the State of Ohio free and clear of all encumbrances whatsoever, Floyd Frank and Rebekah Frank, the present owners and holders of this property, should either pay the whole amount of the taxes above stated upon the 76-acre tract of land or obtain a segregation of such taxes with respect to the 31-acre tract of land here in

question and pay the taxes upon this tract before the transaction for the purchase of this property is closed by your department.

2. On April 14, 1936, Floyd Frank and Rebekah Frank executed and delivered to the Farm Bureau Rural Electrification Cooperative, Inc., an instrument in deed form in and by which this corporation was granted a right of way along the east side of State Highway No. 69 "within one foot of highway limits and or not more than one foot of highway limits." This easement was granted to said corporation subject to the condition that construction of the electric lines of said company be commenced on or before November 1, 1936. On June 30, 1936, this easement and the rights of Farm Bureau Rural Electrification Cooperative, Inc., under the same were assigned to Pioneer Rural Electric Cooperative, Inc., which thereafter owned and held the rights under said easement subject to the conditions upon which the same was granted to Farm Bureau Rural Electrification Cooperative, Inc. I am not advised by the abstract of title or otherwise as to what, if anything, has been done by either of these corporations under this easement in the way of electric line construction, nor am I advised as to how this easement or any electric line construction under the same will affect the above described property or any use that you desire to make of the same in connection with the Kiser Lake Project for and in connection with which this property is to be acquired. You are doubtless familiar with all of these facts and this easement is here noted as an exception for the reason that as a matter of law the same is an encumbrance upon property now owned and held by Floyd Frank and Rebekah Frank.

The warranty deed tendered to the State of Ohio through your department by Floyd Frank and Rebekah Frank has been properly executed and acknowledged by said grantors and 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 free and clear of the dower interest which each of these grantors has in the undivided fee simple title of the other, and with a covenant of warranty on the part of both that this property is free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 22, which has been submitted as a part of the files relating to the purchase of the above described tract of land, has been properly executed and the same shows a sufficient balance, otherwise unencumbered, to pay the purchase price of this property, which purchase price is the sum of \$2035.00.

It likewise appears from said contract encumbrance record, as well as by a copy of the certificate of the Controlling Board, that said Board has approved the purchase of this property and has released from the appropriation account the purchase price of this and of other

property acquired and to be acquired in connection with the Kiser Lake Project.

Subject only to the exceptions above noted, I am approving the title of Floyd Frank and Rebekah Frank in and to the property above described and I am likewise approving said warranty deed, contract encumbrance record No. 22 and other files relating to the purchase of this property, all of which are herewith returned to you to the end that a proper voucher may be issued covering the purchase price of this property.

Respectfully,

HERBERT S. DUFFY,
Attorney General

315.

APPROVAL — ABSTRACT OF TITLE, CONTRACT ENCUMBRANCE RECORD, WARRANTY DEED, ETC. FOR LAND IN ERIE TOWNSHIP, OTTAWA COUNTY, OHIO, WALTER H. ZOSCHKE, AS CORRECTED.

COLUMBUS, OHIO, March 23, 1937.

HON. EMIL F. MARX, *Adjutant General, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 192 and other files relating to the proposed purchase by the State of Ohio of a tract of land which is now owned of record by one Walter H. Zoeschke in Erie Township, Ottawa County, Ohio, which is more particularly described as being that part of the east half of the west half of the northeast quarter of Section No. Thirty-three (33), in Town Seven (7) North, Range No. Sixteen (16) East, which lies north of the public highway known as Ohio State Route No. 2, containing 7.6 acres of land, be the same more or less but subject to all legal highways.

Upon examination of the abstract of title submitted to me, which abstract of title is certified by the abstracter under date of October 16, 1936, and which is supplemented by certain proceedings relating to the title to this property since said date, I find that said Walter H. Zoschke has a good merchantable fee simple title to the above described tract of land and that the same is free and clear of all liens, encumbrances and objections other than those here noted as exceptions: