

19.

DISCUSSION OF ABSTRACT OF TITLE, ETC., TO LAND IN  
ROSS TOWNSHIP, JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, January 19, 1937.

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

DEAR SIR: You have submitted for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 24 and other necessary files relating to the purchase by the Conservation Council for and in the name of the State of Ohio of a parcel of land situated in Ross Township, Jefferson County, Ohio, which is in Section 19, Township 11 and Range 3 in said township and county and which is more particularly described as follows:

Beginning at the southeast corner of a tract of land belonging to E. Lemoin Wilson, and running thence North 89° 10' West 689.55 feet; thence North 6° 50' East 33 feet; thence North 41° 35' East 352 feet to a point which is the beginning of the tract herein conveyed. Thence North 75° 20' East 212.3 feet; thence North 24° 50' East 279 feet to a point; thence South 47° West 443.17 feet to the place of beginning, being a small triangular tract of ground to be used for highway purposes, containing one-half ( $\frac{1}{2}$ ) acre, be the same more or less.

Upon examination of the abstract of title submitted to me, which abstract is certified by the abstracter under date of August 25, 1936, I find that Edgar Lemoin Wilson, the owner of record of this property, has a good and indefeasible fee simple title to the property and that he owns and holds the same free and clear of all liens or other encumbrances except the following liens which are here noted as exceptions to the title in and by which this property is owned and held:

1. The parcel of land here in question is a part of a larger tract of about one hundred and ninety acres of land which was conveyed to Edgar Lemoin Wilson by Emery H. Wilson and Nancy Wilson, his wife, by warranty deed under date of December 29, 1919. It appears from the abstract that the money consideration for this conveyance was the sum of \$8,000.00, \$4,500.00 being paid in cash by the grantee at the time of the conveyance, the balance of the purchase price, \$3,500.00 being unpaid and being secured by a vendor's lien on the property conveyed. Although this vendor's lien reserved to the grantors in this conveyance was and is only an equitable lien, it is effective against said Edgar Lemoin

Wilson, as the purchaser of said property, and is effective against all other persons taking title to this property or any part of the same who have or may have notice of the existence of the lien before acquiring such title. *Campbell, Administrator, vs. Sidwell*, 61 O. S., 179, 186. There is nothing in the abstract of title or in the other files submitted to me in connection with the proposed purchase of the parcel of land here in question, to show that Edgar Lemoin Wilson has fully paid the purchase price of the property. It is suggested, therefore, in this connection that unless satisfactory information is furnished to you showing that Edgar Lemoin Wilson has fully paid the purchase price of the property which he obtained by this conveyance, a release in proper form be secured from Emery H. Wilson and Nancy Wilson releasing and discharging the parcel of land here in question from the vendor's lien above referred to.

2. On August 14, 1930, Edgar Lemoin Wilson and Gertrude Wilson, his wife, executed a mortgage deed to The Federal Land Bank of Louisville conveying the one hundred and ninety-acre tract of land which includes the parcel here in question, to The Federal Land Bank of Louisville for the purpose of securing a promissory note of even date therewith in the principal sum of \$3,000.00 bearing interest at the rate of five and one-half per centum per annum. There is nothing in the abstract of title to show that this mortgage has been released or otherwise cancelled and the same is a lien upon all of the property covered thereby, including the parcel here in question, to the extent of the amount remaining unpaid upon the promissory note secured thereby, together with accrued interest upon the same. Before the transaction for the purchase of this parcel of land is consummated by the issue of voucher and warrant covering the purchase price of the property, a release in proper form should be secured from the Federal Land Bank of Louisville releasing and discharging this parcel of land from the operation and lien of said mortgage.

3. On November 11, 1922, Edgar Lemoin Wilson executed a right of way lease to The Bergholz Telephone Company, in and by which said company was given the right to erect poles and wires and to maintain the same in and along the roads and highways adjoining the lands of said lessor. There is nothing in the abstract to show what, if anything, has been done by said company under said lease. Neither am I advised as to whether said poles and wires, if erected, will in any wise interfere with the use which your department desires to made of this property.

4. The taxes on this property for the year 1936, which at the time of the certification of the abstract were undetermined as to amount, are a lien upon the property. Inasmuch as it appears from the warranty deed tendered to the state by Edgar Lemoin Wilson that the property is to be

conveyed to the state free and clear of all encumbrances, arrangements should be made for the payment of the segregated taxes on this parcel of land before the transaction for the purchase of this parcel is closed.

In this connection, it is suggested that since considerable time has elapsed since the date of the certification of the abstract of title on August 25, 1936, a further check be made by the abstracter to see whether any mortgages or other liens and encumbrances have been placed on or charged against this property or against the larger tract of land of which the same is a part.

Upon examination of the warranty deed tendered by Edgar Lemoin Wilson, I find that the same has been properly executed and acknowledged by said grantor and by Gertrude Wilson, his wife. I further find from an examination of said deed that the form of the same is such that it is legally sufficient to convey this property to the State of Ohio by fee simple title free and clear of the inchoate dower interest of Gertrude Wilson, as the wife of said grantor, with a covenant of warranty that this parcel of land is conveyed to the state free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 24, which has been submitted to me as a part of the files relating to the purchase of this property, has been properly executed and the same shows that as of the date of the execution thereof, to wit, December 22, 1936, there was an unencumbered balance in the proper appropriation account to the credit of your department sufficient in amount to pay the purchase price of this parcel of land, which purchase price is the sum of \$135.00. It appears further in this connection from a recital contained in this contract encumbrance record, as well as by the certificate of the Controlling Board submitted to me, that said Board has approved the purchase of this property and has released from the appropriation account a sufficient amount of money to cover the purchase price of the property.

It likewise appears from a copy of the resolution duly adopted by the Conservation Council that the purchase of this parcel of land has been approved and provided for by the Conservation Council under the authority conferred upon this body by Section 472 of the General Code. It appears from this resolution, as well as from other information submitted to me, that the parcel of land here in question is being purchased as an addition to and as a part of Jefferson State Park and inasmuch as purchases of land for park purposes under the authority of the section of the General Code above noted are subject to the approval of the Attorney General, it is suggested that after the title to this parcel of land has been cleared by securing the releases mentioned in exceptions one and two above noted, the warranty deed tendered to the state by Edgar Lemoin Wilson be again submitted to this office so that I can approve the pur-

chase of this property by making the proper notation of my approval on said deed. I am herewith returning to you for your further attention said abstract of title, warranty deed, contract encumbrance record No. 24 and the other files which were submitted to me.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

20.

APPROVAL—CERTIFICATE OF TITLE, ETC., TO LAND IN  
SALEM TOWNSHIP, JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, January 20, 1937.

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

DEAR SIR: You have submitted for my examination and approval a certificate of title, warranty deed, contract encumbrance record No. 15 and other files relating to the proposed purchase of a tract of land which is owned of record by Harry J. Crawford and John T. Crawford in Salem Township, Jefferson County, Ohio. This tract of land is a part of Section 18, Township 10, Range 3, in said civil township and county and is more particularly described as follows:

Beginning at a point in the east line of said Section, 1881 feet north of the southeast corner of the Section, said point being the southeast corner of lands of Harry J. Crawford; thence with the southerly line of Harry J. Crawford, South  $68^{\circ} 00' W.$  401 feet; thence North  $45^{\circ} 00' W.$  726 feet; thence North  $38^{\circ} 30' W.$  231 feet; thence North  $52^{\circ} 00' W.$  192 feet to the southeast corner of a 7.5 acres tract, as deeded by Harry Crawford to the State of Ohio; thence with the line of said 7.5 acre tract, and running North  $38^{\circ} 15' E.$  220.63 feet; thence North  $58^{\circ} 50' W.$  105.8 feet; thence North  $56^{\circ} 27' W.$  240.05 feet; thence North  $51^{\circ} 49' W.$  484.65 feet; thence North  $38^{\circ} 08' W.$  397.7 feet; thence North  $60^{\circ} 15' W.$  15.32 feet to an original corner of the aforesaid Crawford tract; thence with the original line of Crawford, North  $10^{\circ} 30' W.$  82.5 feet; thence North  $4^{\circ} 30' W.$  462 feet to a corner between Crawford and William H. Ramsey; thence with the line between Crawford and Ramsey, South  $54^{\circ} 48' E.$  2255 feet;