

1851.

APPROVAL, ABSTRACT OF TITLE TO LAND OF PEARL DAVIS, IN THE
CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, May 12, 1930.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval an abstract of title, warranty deed form, encumbrance estimate No. 257 and controlling board certificate relating to a certain tract of real property owned of record by one Pearl Davis in the city of Columbus, Franklin County, Ohio, which property is more particularly described as follows:

“Being Lot No. Four (4) in R. P. Woodruff’s Subdivision of the South half of Lot No. Two Hundred and Seventy-Eight (278) in R. P. Woodruff’s Agricultural College Addition to the City of Columbus, Ohio, as the same is numbered and delineated upon the recorded plat of said Addition, of record in Plat Book 3, page 421, Recorder’s Office, Franklin County, Ohio.

EXCEPTING therefrom the following part of said lot:

Beginning at a point in the east line of said lot, 13 feet north of the south end thereof; thence north along said east line 45 feet to a point; thence west 1.85 feet to a point in the center of the partition wall of the double dwelling house located on said Lot No. 4 and Lot No. 3 of said Addition; thence in a southerly direction along the center line of said partition wall, 45 feet more or less to a point 13 feet north of the south line of said lot and .4 feet west of the east line of said lot; thence east to the place of beginning.”

Upon examination of the abstract of title submitted, I find that said Pearl Davis has an indefeasible fee simple title to the above described property, subject to the following exceptions.

1. On March 3, 1928, said Pearl Davis and Rachel A. Davis, his wife, executed a mortgage on the above described property to the Buckeye State Building and Loan Company to secure a promissory note of that date in the sum of two thousand four hundred dollars (\$2,400.00), the same being payable in monthly installments of twenty-four dollars (\$24.00) each, with interest at six per cent (6%) per annum. This mortgage is not satisfied of record, and the same to the extent of the amount unpaid thereon is a lien upon this property.

2. On December 20, 1928, one John A. McNeal obtained a judgment by consideration of the Court of Common Pleas of Franklin County, Ohio, against said Pearl Davis in the sum of two hundred dollars (\$200.00), together with interest and costs. This judgment, to the extent that the same remains unpaid, together with interest and the costs in said case, is a lien upon the premises.

3. On August 21, 1929, a judgment was rendered against said Pearl Davis in the Court of Common Pleas in Franklin County, Ohio, for the sum of one thousand eight hundred forty-nine dollars and thirty cents (\$1,849.30), together with interest and costs. This judgment, which was one rendered in favor of the W. W. Williams Company, is likewise a lien on said premises to the extent that the same is unpaid, together with interest thereon and the costs of said action.

4. The taxes on said property for the last half of the year 1929, amount-

ing to the sum of fifty dollars and thirty-seven cents (\$50.37), are unpaid and are a lien upon said property.

5. The undetermined taxes for the year 1930 are likewise a lien on the property here in question.

A warranty deed form of the deed to be executed by said Pearl Davis and Rachel A. Davis, his wife, conveying this property to the State of Ohio, has been submitted to me with the other files relating to the purchase of this property. Upon examination of said proposed deed, I find that the same is, as to its form, sufficient to convey to the State of Ohio a fee simple title to the above described property, free and clear of the dower interest of said Rachel A. Davis, and free and clear of all encumbrances whatsoever, except the taxes on said property for the year 1930, the first installment of which is due and payable in December, 1930. As above indicated, the deed form submitted has not been signed or otherwise executed by said Pearl Davis and Rachel A. Davis, and care should be taken to see that this deed is properly executed and acknowledged by these persons before the purchase price of this property is paid.

Upon examination of encumbrance estimate No. 257, I find that the same has been properly executed; and from its provisions it appears that there are sufficient balances in the proper appropriation account to pay the purchase price of this property, which is the sum of four thousand two hundred and fifty dollars (\$4,250.00).

It likewise appears that the money necessary to pay the purchase price of this property has been released by the board of control pursuant to the authority conferred upon said board by Section 11 of House Bill No. 510.

I am herewith returning with my approval, subject to the exceptions above noted, said abstract of title, warranty deed form, encumbrance estimate No. 257 and controlling board certificate.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1852.

APPROVAL, ARTICLES OF INCORPORATION OF THE CLEVELAND
MUTUAL CASUALTY COMPANY OF CLEVELAND, OHIO.

COLUMBUS, OHIO, May 12, 1930.

HON. CLARENCE J. BROWN, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—I am returning herewith, approved, Articles of Incorporation of the Cleveland Mutual Casualty Company of Cleveland, Ohio.

Respectfully,
GILBERT BETTMAN,
Attorney General.