

which abstract is certified by the abstracter under date of December 22, 1930, I find that said Mayme A. Jones has a good indefeasible fee simple title to the above described property, free and clear of all incumbrances except the taxes on said property for the year 1930, which taxes amount to the sum of four dollars and seventy two cents, of which amount two dollars and thirty-six cents was due and payable in December, 1930.

In my examination of the abstract I note two mortgages on the above described property which have not been satisfied of record. One of these mortgages was executed by one Ida M. Williams, the then owner of said property, to C. W. Critchfield and D. H. Warden under date of August 9, 1892, to secure the payment of three promissory notes aggregating in amount the sum of six hundred dollars. The other mortgage here referred to is one executed by one Luther A. Patten to C. W. Critchfield, D. H. Warden and O. W. Aldrich under date of April 22, 1896, to secure the payment of a promissory note in the sum of six hundred dollars. Inasmuch, however, as the obligations secured by said respective mortgages matured and became due and payable more than twenty-one years ago, and inasmuch as said mortgages were not refinanced as provided for in Section 8546-2, General Code, they have ceased to be a lien upon said property.

With the abstract of title above mentioned, there has been submitted to me a deed form of a warranty deed to be executed by said Mayme A. Jones and John A. Jones, her husband, conveying the above described property to the state of Ohio. The form of said deed is such as when the same is properly executed and acknowledged by said Mayme A. Jones and John A. Jones, her husband, it will be effective to convey the above described property to the state of Ohio by fee simple title, free and clear of the dower right of said John A. Jones in and to this property, and free and clear of all incumbrances whatsoever, except such taxes as may become due and payable on and after the June 1931 payment of taxes.

As above noted, said deed has not yet been executed and acknowledged by Mayme A. Jones and her husband, and care should be taken that this is done in the manner required by law before any warrant is issued for the payment of the purchase price of said property, and this office should be given the opportunity of examining such executed deed before the same is accepted.

Upon examination of encumbrance estimate No. 1721, which is submitted as a part of the files relating to the purchase of this property, I find that the same has been properly executed and approved and that there is shown thereby a sufficient balance in the appropriation account to pay the purchase price of said property, which purchase price is the sum of four hundred dollars.

It is likewise noted that there is a recital in said encumbrance estimate to the effect that the money necessary to pay the purchase price of this property has been released for the purpose by the board of control.

I am herewith returning to you with my approval said abstract of title, warranty deed form and encumbrance estimate No. 1721.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2833.

APPROVAL, FINAL RESOLUTION FOR EXTRA WORK ON STATE HIGHWAY IN JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, January 15, 1931.

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