

2003.

APPROVAL, WARRANTY DEED OF EDWARD H. JACOBS AND MARY ELIZABETH JACOBS, CONVEYING LAND IN THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO, TO THE STATE OF OHIO.

COLUMBUS, OHIO, June 20, 1930.

*State Office Building Commission, Columbus, Ohio.*

GENTLEMEN:—Under date of June 11, 1930, I directed to you Opinion No. 1964 of this office, in which, upon an examination of an abstract of title of the south half of in-lot No. 115 in the city of Columbus, Ohio, as the same is numbered and delineated upon the plat thereof recorded in Deed Book "F", Recorder's office, Franklin County, Ohio, I found that Edward H. Jacobs has a good and indefeasible fee simple title to said property, subject only to the inchoate dower interest of his wife, Mary Elizabeth Jacobs and to the mortgage and tax and assessment liens therein specifically mentioned.

You have now submitted for my examination and approval a warranty deed signed by said Edward H. Jacobs and by Mary Elizabeth Jacobs, his wife, conveying this property to the State of Ohio. Upon examination of said deed, I find that the same has been properly executed by the above named grantors, and that as to its form said deed is 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 Mary Elizabeth Jacobs, and free and clear of all encumbrances whatsoever except taxes and assessments due and payable in December, 1929, and thereafter.

As a part of the files relating to the purchase of the property here in question, there has been submitted to me Encumbrance Estimate No. 626. This encumbrance estimate has been properly certified and executed, and the same shows that there are sufficient balances in the appropriation account to pay the purchase price of said property.

Said warranty deed and encumbrance estimate are, therefore, hereby approved.

In approving the form of the deed executed by said Edward H. Jacobs and Mary Elizabeth Jacobs, which, as above noted, carries the warranty that said property is free and clear of all encumbrances whatsoever except taxes and assessments due and payable in December, 1929, and thereafter, it is assumed that the mortgage executed by said grantors to the Guarantee Title and Trust Company under date of August 18, 1928, and which appears to have been sold and transferred to the Midland Mutual Life Insurance Company of Columbus, Ohio, will be paid and cancelled.

I am herewith returning to you said abstract of title, warranty deed and encumbrance estimate.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

2004.

APPROVAL, LEASE FOR RIGHT TO LAY ACROSS ABANDONED HOCKING CANAL, BERNE TOWNSHIP, FAIRFIELD COUNTY, OHIO, A DOUBLE GAS PIPE—OHIO FUEL GAS COMPANY, COLUMBUS, OHIO.

COLUMBUS, OHIO, June 20, 1930.

HON. A. T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—There has been submitted to me for my examination and approval a