

Association under date of June 22, 1914 and which was refiled for record April 25, 1935. The original amount of this mortgage was \$5,000 and the same is now a lien upon the property in question and upon other property owned by Mrs. Bonham in Outlot Number Eight to the extent of the amount remaining unpaid upon the obligations secured by the mortgage. In this connection I note in the files submitted to me, a copy of a communication addressed to the President and Trustees of Miami University in which said mortgagee agrees to release this mortgage on the parcel of land above described in consideration of the payment to the mortgagee in the sum of \$1,000 plus interest in the amount of \$148.50 plus \$1.60 for the refiling of the mortgage said sums to be paid to it on or before May 23, 1935. I assume that the sums of money above stipulated as a consideration for the release of the mortgage as to this parcel of land are to be paid out of the purchase price of the property.

Upon examination of the warranty deed tendered by Frances McFarland Bonham, I find that the same has been properly executed and acknowledged by her and her husband, Llewelyn Bonham. The deed does not contain any special release of Llewellyn Bonham's expectancy of dower in this property. However, he joins in the granting clause of the deed and the deed as thus executed by him effectually releases his inchoate right of dower in this property.

I further find upon an examination of the provisions of this deed that the form of the same is such that it is legally sufficient to convey to the President and Board of Trustees of Miami University all of the right, title and interest of Frances McFarland Bonham and Llewelyn Bonham in and to the property and that upon acceptance of the deed, Miami University through its President and Board of Trustees will own and hold the fee simple title to the property.

Upon examination of contract encumbrance record No. 1636 which has been submitted as a part of the files relating to the purchase of this property, I find that the same has been properly executed and that there is shown thereby a sufficient unencumbered balance in the land rents appropriation account to the credit of Miami University to pay the purchase price of this property, which purchase price is the sum of \$2,700. The purchase price of this property being paid from land rents of the university, the approval of this purchase by the Controlling Board is not necessary.

Acting pursuant to your instructions, I am forwarding this opinion together with the abstract of title, deed and other files to the Auditor of State and under separate cover I am sending a copy of this opinion to you.

Respectfully,

JOHN W. BRICKER,

Attorney General.

4236.

APPROVAL, BONDS OF LORE CITY VILLAGE SCHOOL DISTRICT, GUERNSEY COUNTY, OHIO, \$2,500.00.

COLUMBUS, OHIO, May 7, 1935.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

4237.

APPROVAL, BONDS OF PLAIN TOWNSHIP RURAL SCHOOL DISTRICT,
STARK COUNTY, OHIO, \$31,775.00 (APPROXIMATELY ONE THIRD UN-
LIMITED).

COLUMBUS, OHIO, May 7, 1935.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

4238.

APPROVAL, BONDS OF NORTH CANTON VILLAGE SCHOOL DISTRICT,
STARK COUNTY, OHIO, \$4,000.00 (TWO THIRDS UNLIMITED).

COLUMBUS, OHIO, May 7, 1935.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

4239.

APPROVAL, BONDS OF GREEN TOWNSHIP RURAL SCHOOL DISTRICT,
SCIOTO COUNTY, OHIO, \$2,500.00.

COLUMBUS, OHIO, May 7, 1935.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

4240.

APPROVAL, NOTES OF MASSILLON CITY SCHOOL DISTRICT, STARK
COUNTY, OHIO, \$28,000.00.

COLUMBUS, OHIO, May 7, 1935.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.