

658.

ABSTRACT, STATUS OF TITLE, SOUTH HALF OF LOT NO. 101,
HAMILTON'S SECOND GARDEN ADDITION, COLUMBUS, OHIO.

COLUMBUS, OHIO, August 22, 1923.

HON. CHARLES V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—An examination of an abstract of title submitted by your office to this department discloses the following:

The abstract under consideration was prepared by James C. Nicholson, Attorney, March 7, 1919, and a continuation thereto made by E. M. Baldrige, Attorney, August 18, 1923, and pertains to the following premises:

The south half of Lot 101 of Hamilton's Second Garden Addition to the city of Columbus, Ohio, as the same is numbered and delineated on the recorded plat, thereof, recorded in Plat Book 7, page 186, Recorder's Office, Franklin County, Ohio, saving and excepting therefrom six feet off the rear end thereof reserved for the purpose of an alley.

Upon examination of said abstract, I am of the opinion that same shows a good and merchantable title to said premises in William P. Book, subject to the following exceptions:

The release of the mortgages shown at sections 8 and 14 of the first part of the abstract are in defective form, but as the note secured by the mortgage shown in section 8 has been long past due, no action could be maintained upon same. The release shown in section 14 shows that the notes secured by the mortgage were undoubtedly paid.

Attention is directed to the restrictions in the conveyance shown at section 1 of the continuation of March 7, 1919, wherein are found restrictions for a period of twenty-five years against the use of the premises for the erection of any building to be used for slaughter houses and the killing of animals, or the use of said premises for the sale of intoxicating liquors or malt beverages.

Attention is directed to section 3 of the last continuation of said abstract, wherein is shown suit by the present owner, William P. Book, against Rosa L. Book. While the abstract does not so state, it is understood that this suit is a divorce proceeding and may be a cloud on the title of the property under consideration. The right of dower exists in the wife of William P. Book and her signature in the execution of the deed would be required to release same.

Taxes for the year 1923, although as yet undetermined, are a lien against the premises.

It may be also noted that the last continuation of the abstract has not been signed by the attorney making the same.

It is suggested that the proper execution of a general warranty deed by William P. Book and wife, if married, will be sufficient to convey the title to said premises to the State of Ohio when properly delivered.

Attention is also directed to the necessity of the proper certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to cover the purchase price before the purchase can be consummated.

The abstract states that no examination has been made in the United States District or Circuit Courts, nor in any subdivision thereof.

The abstract submitted is herewith returned.

Respectfully,
C. C. CRABBE,
Attorney General.

659.

ABSTRACT, STATUS OF TITLE, SOUTH HALF OF LOT NO. 112, AND NORTH HALF OF LOT NO. 113, HAMILTON'S SECOND GARDEN ADDITION, COLUMBUS, OHIO.

COLUMBUS, OHIO, August 22, 1923.

HON. CHARLES V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—An examination of an abstract of title submitted by your office to this department discloses the following:

The abstract under consideration was prepared by Adolph Haak Co., Abstracters, August 10, 1905, and a continuation thereto made by Lee F. Johnston, Attorney, September 29, 1909, and a further continuation thereto by E. M. Baldrige, Attorney, August 18, 1923, and pertains to the following premises:

The south half of Lot No. 112. and the north half of Lot No. 113 of Hamilton's Second Garden Addition to the city of Columbus, Ohio, as the same is numbered and delineated on the recorded plat thereof, recorded in Plat Book 7, page 186, Recorder's office, Franklin County, Ohio, saving and excepting therefrom 12 feet off the rear thereof reserved for the purpose of an alley.

Upon examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises in Alenson L. McDowell, subject to the following exceptions:

The release of the mortgages shown as sections 8 and 14 of the first part of the abstract are in defective form, but as the note secured by the mortgage shown in section 8 has been long past due, no action could be maintained upon same. The release shown in section 14 shows that the notes secured by the mortgage were undoubtedly paid.

Attention is directed to the restrictions in the conveyance shown at section 1 of the continuation of September 29, 1909, wherein are found restrictions for a period of twenty-five years against the use of the premises for the erection of any buildings to be used for slaughter houses and the killing of animals, or the use of said premises for the sale of intoxicating liquors or malt beverages.

The abstract states that no examination has been made in the United States District or Circuit Courts, nor in any subdivision thereof.