

a ridge, N. W. corner to said Survey and S. W. corner to Survey No. 15847, also corner between Lots 6 and 7.

Thence with one line of 15847, N. 13 deg. W. 39 $\frac{6}{10}$ poles to a stone and small locust on a point on said line;

Thence N. 89 deg. 35' W. 111 $\frac{5}{10}$ poles to a stone, white oak and small pine on a hill side and on lines of the tract of which this is a part;

Thence leaving said line and through the tract south crossing McEltree at 34 poles 142 poles crossing a ridge and a drain to a stone on a point on the south line of the tract;

Thence with said line S. 89 $\frac{3}{4}$ deg. E. 68 $\frac{2}{3}$ poles crossing a branch to a stone pile, and locust and small red oak on steep hill side on the line of survey No. 15887;

Thence with said line N. 23 $\frac{1}{2}$ poles crossing a branch to the beginning;

CONTAINING 76 and $\frac{1}{8}$ acres, being a part of Lots Nos. 6 and 7 and being the equal one-half of a certain tract of land containing 152 $\frac{1}{4}$ acres, conveyed to said Anthony Welch by The Ohio State University, by deed dated bearing date July 29, 1879, and recorded in Scioto County, Ohio, Record of Deeds, Vol. No. 29, page 199."

An examination of the abstract of title submitted shows that Nathan L. Welch has a good and merchantable fee simple title to the lands to be conveyed to the State of Ohio, indicated by the descriptions above given; and that he holds the same free and clear of all encumbrances except taxes for the last half of the year 1927, amounting to \$2.00; and the undetermined taxes for the year 1928, all of which taxes are a lien on said land.

An examination of the warranty deed, signed by N. L. Welch, and Louise Welch, his wife, shows that the same has been properly executed and acknowledged and that it is in form sufficient to convey to the State of Ohio a fee simple title to said lands free and clear of the dower interest of said Louise Welch, as the wife of said N. L. Welch, and free and clear of all encumbrances whatsoever.

The encumbrance estimate submitted to me with said abstract and deed shows that there are sufficient balances in a proper appropriation account sufficient to pay the purchase price of said lands. It is likewise noted from a copy of the certificate over the signature of the secretary of the Controlling Board that the purchase of said lands has been approved by said board.

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

Respectfully,

EDWARD C. TURNER,
Attorney General.

2418.

APPROVAL, ABSTRACT OF TITLE TO LAND OF CHARLES F. REICHELDERFER AND WIFE, IN THE CITY OF CIRCLEVILLE, PICKAWAY COUNTY, OHIO.

COLUMBUS, OHIO, August 3, 1928.

HON. HARRY J. KIRK, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your communication of recent date, submitting for my examination and approval an abstract of title and a warranty

deed signed by Charles F. Reichelderfer and wife covering certain tracts of land situated in the City of Circleville, Pickaway County, Ohio, and bounded and described as follows:

“First Tract: Beginning at a post in the South line of Section No. 18, in Township No. 11, Range No. 21 W. S. 64 feet East at right angles from the center of the Norfolk and Western Railroad track; thence parallel with said track N. 9 deg. 30 min. E. 21.20 poles to an iron stake, corner to land of said Norfolk and Western Railway Company; thence with a line of said lands and the South line of the J. B. Baumes Addition to the City of Circleville, S. 86 deg. 30 min. E. 29.92 poles to a stake in the West line of Scioto Street as extended through said Baumes Addition; thence with said line as extended S. 4 deg. 19 min. W. 21.64 poles to a stake in said section line; thence with said line N. 85 deg. 30 min. W. 31.88 poles to the beginning containing 4.13 acres of land, more or less, being a part of Section No. 18, Township No. 11, Range No. 21 W. S.

Second Tract: Beginning at a post in the South line of Section No. 18, in Township No. 11, Range No. 21 W. S. 64 feet East at right angles from the center on the Norfolk and Western Railway Track, corner to lands of said Railway Company; thence with said section line S. 86 deg. E. 20 feet to a stone; thence S. 9 deg. 30 min. W. 565 feet to a stone in the North line of an alley; thence with said line N. 86 deg. W. 20 feet to a stake, corner to lands of E. B. and W. B. Sturgeon; thence with a line of said lands N. 9 deg. 30 min. E. 565 feet to the beginning containing 11,300 square feet of land, more or less, being a part of Out Lot No. 7 according to the revised numbering of lots of said city and being formerly numbered as Out Lot No. 4 of the Poor House Out Lots.”

From my examination of the abstract of title submitted I am of the opinion that said Charles F. Reichelderfer has a merchantable fee simple title to the lands and premises above described, and that the same are free and clear of all encumbrances except as follows:

(1) On July 25, 1923, said Charles F. Reichelderfer and Anna M. Reichelderfer, his wife, executed and delivered to one John C. Goeller their mortgage deed in and upon the lands here in question and other lands. Said mortgage was for the sum of \$10,000.00, and to the amount now due thereon the same is a lien upon the above described lands.

(2) Under date of January 22, 1924, said Charles F. Reichelderfer and Anna M. Reichelderfer, his wife, executed and delivered a mortgage to The Third National Bank of Circleville, Ohio, in and for the sum of \$5,000.00. This mortgage covers the lands here in question as well as other lands. This mortgage is uncanceled so far as the lands here in question are concerned, and to the extent of the amount now due thereon, this mortgage is a lien on the lands here under consideration.

(3) On December 4, 1926, the Fort Pitt Bridge Works recovered a judgment by the consideration of the Court of Common Pleas of Pickaway County, Ohio, against said Charles F. Reichelderfer in the sum of \$3,445.50. This judgment, together with interest thereon and the costs of the case, is a lien on the above described lands.

(4) On December 31, 1926, the Pittsburgh Plate Glass Company recovered a judgment in the Court of Common Pleas of Pickaway County, Ohio, against said Charles F. Reichelderfer in and for the sum of \$414.52. This judgment, together with the interest thereon and the costs of the case, is a lien on the above described lands.

(5) On January 16, 1928, The West Side Planing Mill Company recovered a judgment against said Charles F. Reichelderfer in the Common Pleas Court of Pickaway County, Ohio, for the sum of \$352.21. This judgment, together with the interest and costs of the case, is a lien upon the lands above described.

(6) On December 8, 1926, The Third National Bank of Circleville, Ohio, filed an action in the Common Pleas Court of Pickaway County, Ohio, against said Charles F. Reichelderfer and Anna M. Reichelderfer to foreclose the mortgage executed to it by Charles F. Reichelderfer and Anna M. Reichelderfer above noted. In this action The Circleville Savings and Banking Company, John C. Goeller, The Pittsburgh Plate Glass Company and Fort Pitt Bridge Works were all made parties defendant as the holders of liens upon the above described and other property of said Charles F. Reichelderfer. Any judgment entered by the court in this action against said Charles F. Reichelderfer will be a lien upon all real property owned by him from the time that said judgment is made and entered.

(7) The abstract, which is certified by the abstracter on July 12, 1928, shows that the taxes on said premises for the last half of the year 1927, amounting to \$50.05, are unpaid and are a lien on said lands. Likewise, the undetermined taxes for the year 1928 are a lien on said lands.

An examination of the warranty deed of Charles F. Reichelderfer and Anna M. Reichelderfer, his wife, conveying the above described lands to the State of Ohio shows that the same has been properly executed and acknowledged, and said deed is in form sufficient to convey to the State of Ohio a fee simple title in and to said lands.

An examination of Encumbrance Estimate No. 3181 relating to the purchase of this property shows that there is a sufficient balance in the proper appropriation account to pay the purchase price of said property.

With your communication you submit a certificate over the signature of the Secretary of the Controlling Board showing the approval of the proposed purchase of said lands for the purchase price therein named, to-wit; the sum of \$7,500.00.

I am herewith returning to you said abstract of title, warranty deed, encumbrance estimate and Controlling Board certificate above referred to.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2419.

APPROVAL, BONDS OF ARCANUM VILLAGE SCHOOL DISTRICT, DARKE COUNTY, OHIO—\$2,400.00.

COLUMBUS, OHIO, August 3, 1928.

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