

Upon examination of the resubmitted abstract, I am of the opinion that the same shows a good and merchantable title to said land in John Kuester, subject to the following encumbrances:

1. The abstract before correction, as stated in Opinion No. 711 rendered to you under date of July 9, 1927, showed a mortgage by John Kuester to the National Exchange Bank of Steubenville, securing the maker's note for \$5,000.00. The continuation of the abstract contains a sheet signed by The National Exchange Bank & Trust Company, by W. K. McClinton, President, and attested by E. E. McFadden, Secretary, under date of September 10, 1927, purporting to be a partial release of that mortgage insofar as it constitutes a lien on the 34 acres being purchased by the State of Ohio. This instrument or sheet has not been filed for record with the Recorder of Jefferson County; but I am of the opinion that when it is so filed and recorded, the mortgage will no longer constitute a lien on the 34 acres being purchased by the State of Ohio. This partial release should be recorded.
2. The June instalment of the 1926 tax, amounting to \$29.83, is still unpaid, and a lien.
3. The 1927 taxes, amount yet undetermined, are also a lien.
4. An assessment for the construction of the Richmond-Pravo Road, amounting to \$37.20, payable in twelve instalments of \$3.10 each, the next instalment being payable in December, 1927, is a lien.
5. An assessment for the construction of the Canton Road, I. C. H. No. 75, Section K, amounting to \$164.22, payable in fourteen instalments of \$11.73 each, the next instalment being payable in December, 1927, is a lien.

The abstract does not show any examination in the United States Court, and the examination of the judgment indexes in the clerk's and sheriff's offices for judgment liens only goes back as far as 1910.

The deed has been redrafted and executed by John Kuester and Lulu Kuester, his wife, under date of August 29, 1927, and acknowledged before a notary public. This deed when delivered will pass good title to the State of Ohio.

The abstract of title and deed are herewith returned to you.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1027.

APPROVAL, ABSTRACT OF TITLE TO LAND IN SALEM TOWNSHIP,
JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, September 21, 1927.

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

DEAR SIR:—You have resubmitted for my opinion a form of deed and an abstract of title last certified by R. G. Porter of Steubenville, Ohio, under date of September 9, 1927, covering land situate in Salem Township, Jefferson County, Ohio, consisting of one tract containing 123 acres, bounded and described as follows:

“Being a part of the southeast quarter of Section 24, Township 10, and Range 3. Beginning at the northeast corner of said quarter section; thence

S. 770 feet; thence S. 62° W. 436 feet; thence S. 31° W. 1350 feet; thence S. 39° 30' W. 265 feet; thence S. 22° E. 140 feet; thence S. 350° W. 500 feet to the S. line of Section 24; thence W. 1190 feet to the S. W. corner of said quarter section; thence N. 2783 feet to the N. W. corner of said quarter section; thence E. 2595 feet to beginning. Containing 123 acres, more or less.

Being a portion of the 168 acre tract of land as sold by Charles Kuester, et al., to Albert Kuester, by deed dated October 13, 1922, and recorded in Deed Book No. 129, page 270, of the records of the Recorder's Office of Jefferson County, Ohio.

Upon examination of the resubmitted abstract, I am of the opinion that the same shows a good and merchantable title to said tract in Albert Kuester, subject to the following encumbrances:

1. A mortgage by Albert Kuester and wife to the Federal Land Bank of Louisville, Kentucky, for \$1,300.00, with interest at 5½% per annum, more particularly detailed in Opinion No. 704, rendered to you under date of July 8, 1927.

2. The June instalment of the 1926 taxes, amounting to \$23.50 is unpaid and a lien.

3. The 1927 taxes, amount yet undetermined, are a lien.

4. An assessment for the construction of the Richmond-Pravo Road, amounting to \$81.96, payable in twelve instalments of \$6.83, the next instalment being payable in December, 1927, is a lien.

The abstract does not show any examination in the United States Court, and the examination of the judgment indexes in the clerk's and sheriff's offices for judgment liens only goes back as far as 1910.

One further suggestion should be made in respect to the title:

In Opinion No. 704, *supra*, I directed your attention to an oil and gas lease to J. J. Crawford. There now appears in the abstract at page 101 what purports to be a release of this oil and gas lease, executed by J. J. Crawford on August 12, 1927. Crawford's statement should be written and executed on the original lease and filed with the recorder for record, or this executed sheet in the abstract should be withdrawn and filed with the recorder for record.

The deed has been executed by Albert Kuester under date of August 25, 1927, and acknowledged before a notary public. This deed when delivered will pass good title to the State of Ohio.

The abstract of title and deed are herewith returned to you.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1028.

APPROVAL, WARRANTY DEED TO LAND IN NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, September 21, 1927.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and opinion a warranty deed from Warren Dixon and May Dixon, husband and wife, to the State of Ohio,