

action in closing the transaction with respect to the purchase of this property.

However, before the transaction for the purchase of this property is closed by the issuance of the voucher and warrant above referred to, it is suggested that by reason of the considerable lapse of time since the date when the certificate of title was executed, a further check be made of the appropriate records in the offices of the County Recorder, County Clerk and County Sheriff of Summit County to determine whether or not there has been any change in the title to this property or whether any other and additional liens or other encumbrances have been charged thereon.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*

6077.

APPROVAL—CERTIFICATE OF TITLE, ETC., TO LAND IN  
GREEN TOWNSHIP, SUMMIT COUNTY, OHIO—HAROLD  
CARMANY AND ZELMA CARMANY.

COLUMBUS, OHIO, September 15, 1936.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certificate of title, warranty deed and contract encumbrance record No. 10, all of which relate to the purchase of a parcel of land owned of record by Harold Carmany and Zelma Carmany in Green Township, Summit County, Ohio, which parcel of land is more particularly described as follows:

Being a part of the southwest quarter of Section No. 19 of Green Township, Summit County, Ohio, and being more completely described as follows:

Beginning at a stake on the southeast corner of the southwest quarter of Section No. 19; thence N. 7° 12' 23" E. along the center line of Nerhood Road three hundred fifty-eight and thirty-eight hundredths (358.38) feet to the center line of the Clinton-Greensburg Road; thence S. 85° 44' 40" W. along the center line of the Clinton-Greensburg Road eleven hundred

forty-two and sixty-two hundredths (1142.62) feet to a point on the road center line and the true place of beginning of the description of the property to be conveyed; thence N.  $6^{\circ} 55' 25''$  E. four hundred forty-one and sixty-six hundredths (441.66) feet along the west line of lands owned by Ralph Carmany to a stake in Carmany's northwest corner; thence N.  $83^{\circ} 04' 35''$  W. three hundred six and no hundredths (306.00) feet to a stake; thence S.  $6^{\circ} 55' 25''$  W. four hundred ninety and thirteen hundredths (490.13) feet to the center line of the Clinton-Greensburg Road; thence S.  $83^{\circ} 44' 55''$  E. along the center line of the Clinton-Greensburg Road sixty-four and sixty-three hundredths (64.63) feet to a stake on an angle point in the road; thence along the center line of the Clinton-Greensburg Road N.  $85^{\circ} 44' 40''$  E. two hundred forty-six and four hundredths (246.04) feet to the true place of beginning and containing three and thirty-one hundredths (3.31) acres of land as surveyed June 5, 1936 by Francis Stafford.

Upon examination of the certificate of title of the above described property, which certificate of title is certified by the abstractor under date of March 23, 1936, I find that as of said date Harold Carmany and Zelma Carmany had a good indefeasible fee simple title to this property and that the same was free and clear of all encumbrances except the encumbrances hereinafter mentioned which are noted as exceptions to the title in and by which this property is owned and held:

1. On December 10, 1928, Harold Carmany and Zelma Carmany executed a mortgage to Kelly Myers and Lena Myers for the purpose of securing the payment of three promissory notes aggregating in amount the sum of \$3,600.00, together with interest at six per cent. This mortgage has not been released of record and the same is a lien upon the above described property to the extent of the amount remaining unpaid upon the promissory notes secured by this mortgage and the interest thereon. The amount due on this mortgage and the accrued interest thereon should, of course, be ascertained and be paid off by the grantors before the transaction for the purchase of this property is closed.

2. On August 13, 1924, Nelson H. Carmany and Elta M. Carmany executed an oil and gas lease to The East Ohio Gas Company in and by which there was granted, leased and demised to said company the right to go in and upon the lands therein described and operate thereon for oil and gas for a term of twenty years and for so much longer as oil or gas might be found on the premises in paying quantities. Nelson H. Carmany and Elta M. Carmany were, I assume, predecessors in title of

Harold Carmany and Zelma Carmany as to the parcel of land here in question and assuming further that the lands which are so meagerly described in this lease include the property here in question, the oil and gas lease above referred to is an outstanding encumbrance upon the property; and this is so notwithstanding the fact that there is nothing in the certificate to show whether or not any operations have been commenced upon this parcel of land for the development of oil or gas thereon.

3. It appears from the certificate of title that the taxes on this property for the whole of the year 1935 are unpaid and are a lien upon the property. The amount of the taxes for said year is not stated in the certificate of title and this, of course, is true as to the undetermined taxes for the year 1936 which are likewise a lien upon the property.

The warranty deed which has been tendered by Harold Carmany and Zelma Carmany has been properly executed and acknowledged by both of said grantors and the form of this deed is such that the same is legally sufficient to convey this property to the state by full fee simple title with a covenant of warranty that the property conveyed is free from all encumbrances whatsoever. In view of this covenant, I assume that the grantors in this deed have arranged to pay or to make provision for the payment of all of the taxes which are a lien upon this property and that they likewise are to pay off and discharge the mortgage encumbrance above referred to and to secure the cancellation of the oil and gas lease above mentioned.

Contract encumbrance record No. 10, which has been submitted as a part of the files relating to the purchase of this property, has been properly executed and the same shows an unencumbered balance in the proper appropriation account to the credit of your department sufficient in amount to pay the purchase price of this parcel of land, which purchase price is the sum of \$6,800.00. It likewise appears from this encumbrance record that the purchase of this property has been approved by the Controlling Board and the money necessary to pay the purchase price of the property has been released for this purpose.

Subject to the exceptions above noted, the title of Harold Carmany and Zelma Carmany to the parcel of land here under investigation is approved as are the warranty deed and contract encumbrance record above referred to.

In this connection, it is suggested that inasmuch as considerable time has elapsed since the execution of the certificate of title, a further check should be made of the records in the several appropriate and proper county offices in Summit County to determine whether or not there has been any change of the title in and by which this property is held or whether or not any other or further liens and encumbrances have been charged against this property since the execution of the certificate of

title. I am herewith enclosing said certificate of title, warranty deed and contract encumbrance record.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*

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6078.

APPROVAL—BONDS OF VILLAGE OF NORTH OLMSTED,  
CUYAHOGA COUNTY, OHIO, \$18,800.00.

COLUMBUS, OHIO, September 15, 1936.

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

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6079.

APPROVAL—BONDS OF MARIETTA CITY SCHOOL DIS-  
TRICT, WASHINGTON COUNTY, OHIO, \$12,000.00.

COLUMBUS, OHIO, September 15, 1936.

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

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6080.

APPROVAL—PAPERS IN CONNECTION WITH THE CONVER-  
SION OF THE THRIFT SAVINGS AND LOAN COMPANY  
OF CLEVELAND, OHIO, INTO THRIFT FEDERAL SAV-  
INGS AND LOAN ASSOCIATION OF CLEVELAND.

COLUMBUS, OHIO, September 15, 1936.

HON. WILLIAM H. KROEGER, *Superintendent of Building and Loan Asso-  
ciations of Ohio, Columbus, Ohio.*

DEAR SIR: I have examined the various papers submitted by you in connection with the conversion of The Thrift Savings and Loan Company of Cleveland, Ohio, into Thrift Federal Savings and Loan Association of Cleveland, and find the papers submitted and the proceedings of