

1844.

APPROVAL, ABSTRACT OF TITLE TO LAND OF ELIZA B. WALLS IN CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, May 9, 1930.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval, an abstract of title, warranty deed form, encumbrance estimate No. 252 and Controlling Board's certificate relating to lots Nos. 10 and 11 of Critchfield & Warden's Subdivision of the south half of the north half of lot No. 278 of R. P. Woodruff's Agricultural College Addition, as the same are numbered and delineated upon the recorded plat thereof of record in plat book No. 4, pages 234 and 235, recorder's office, Franklin County, Ohio. This property which is located in the city of Columbus, Franklin County, Ohio, is located a short distance north of Woodruff Avenue in said city, and is owned of record by one Eliza B. Walls.

Upon examination of said abstract of title, I find that said Eliza B. Walls has a good and indefeasible fee simple title to lot No. 10 of said subdivision, free and clear of all encumbrances except the taxes for the last half of the year 1929 and the undetermined taxes for the year 1930. The amount of the taxes for the last half of the year 1929 on said lot No. 10 is not stated in the abstract, but it appears that said taxes on lots Nos. 10 and 11 amount to the sum of \$17.71.

It is noted that while said lot No. 10 of the subdivision above mentioned was owned by one Eugene R. Calloway on August 23, 1901, he executed a mortgage on said lot to one Anna Jennings to secure the payment of a certain promissory note executed by him on said date in the sum of \$50.00, which was due and payable one year after the date thereof. It appears that said mortgage has not been satisfied of record. Aside from the fact that the right of the mortgagee above named to enforce this mortgage has been barred by the statute of limitations, the lien of the same has terminated under the provisions of Section 8546-2, General Code (111 O. L., 267), and no further account need be taken of said mortgage.

I find that said Eliza B. Walls has a good and indefeasible fee simple title to said lot No. 11, above described, subject to the taxes on said lot for the last half of the year 1929, and the undetermined taxes for the year 1930.

In addition to the encumbrance as to taxes, above noted, it appears from the abstract that while said lot No. 11 was owned by one G. W. Hardiman in the year 1922, the Powell Lumber & Construction Company filed a mechanic's lien on a building or other structure on said lot No. 11 on which said structure is located. The amount of said mechanic's lien was \$68.70, with interest from February 28, 1922. The abstract contains the notation that said mechanic's lien is not satisfied of record. However, in the certificate of the abstract to the last continuation of said abstract, which certificate bears date of April 30, 1930, the statement is made that there are no unsatisfied mechanic's liens on said premises. In this situation care should be taken to see that said mechanic's lien has been satisfied and discharged or that an adjustment and discharge of the same is effected before the transaction relating to the purchase of this property is closed by you.

As a part of the files relating to the purchase of the lots above described there has been submitted to me a warranty deed form of the deed to be executed by Eliza B. Walls, and William Walls, her husband, conveying this property to the State of Ohio. An examination of said deed form shows that said proposed deed is in form sufficient to convey to the State of Ohio a fee simple title to said lots above described, free and clear of all encumbrances except the taxes for the year 1930 the first installment of which is due and payable in December 1930. As above indicated, this deed

has not yet been signed and acknowledged by said Eliza B. Walls and William Walls, her husband, and care should be taken to see that said deed is properly executed and acknowledged by said named grantors before this property is purchased.

Encumbrance estimate No. 252 submitted with said abstract of title and deed form has been properly executed and the same shows sufficient balances in the proper appropriation account to pay the purchase price of said lots, which is the sum of \$2,100.00. It further appears that the necessary money to pay the purchase price of this property has been released by the Controlling Board as a part of the blanket release in the sum of \$30,000 made by said board under date of March 17, 1930.

I am herewith returning with my approval, subject to the exceptions above noted, said abstract of title, warranty deed form, encumbrance estimate and Controlling Board's certificate.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1845.

APPROVAL, ABSTRACT OF TITLE TO LAND OF ELIZABETH WILSON
MULLOCK IN CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, May 9, 1930.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, a warranty deed form, encumbrance estimate No. 251, and controlling board certificate relating to a certain tract of real property owned of record by one Elizabeth Wilson Mullock in the City of Columbus, Franklin County, Ohio, which property is more particularly described as follows:

“Being Lot No. Five (5) and One (1) foot off the east side of Lot No. Six (6) in R. P. Woodruff's Subdivision of the south half of the south half of Lot 278 in R. P. Woodruff's Agricultural College Addition to the City of Columbus, Ohio, as the same are numbered and delineated upon the recorded plat thereof, of record in plat book No. 3, page 421, Recorder's Office, Franklin County, Ohio.”

Upon examination of the abstract of title submitted I find that said Elizabeth Wilson Mullock has a good and indefeasible fee simple title to the above described property, subject to the encumbrances hereinafter noted as exceptions to said title.

1. A mortgage executed by Elizabeth Wilson, prior to her marriage to Mr. Mullock, to the Union Building and Savings Company. This mortgage which was given to secure a promissory note of said date in the sum of two thousand one hundred and seventy-five dollars (\$2,175.00) is a lien on this property to the extent of the amount remaining unpaid upon the note secured by said mortgage.
2. Taxes for the second half of the year 1929, in the amount of thirty dollars and twenty-four cents (\$30.24), are unpaid and are a lien on said property. These taxes will be due and payable in June, 1930.
3. The taxes for the year 1930, the amount of which is undetermined, are a lien on said property.