

With respect to the special assessments on the property above described, it appears from the abstract that the last installment of the assessment levied for the improvement of Front Street, amounting to the sum of \$51.03, will be due and payable in June, 1931. Said assessment, to the extent of the balance above noted, is a lien upon said property. There is likewise an unpaid assessment for the construction of the lighting improvement on Front Street in the sum of \$270.80. This assessment is likewise a lien upon said property.

In addition to the tax and the special assessment liens and incumbrances above mentioned, it may be noted that the above described property, so far as the same may be used in connection with the contiguous parcel of real estate now owned by Rollie B. Cochrane and Lillian B. Cochrane, is subject to the adverse rights existing in the party wall constructed under the party wall agreement referred to in Opinion No., forwarded to you under even date herewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3112.

APPROVED, ABSTRACT OF TITLE TO LAND OF ROLLIE B. COCHRANE
AND LILLIAN B. COCHRANE, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, April 1, 1931

The State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—There has been submitted for my examination and approval an abstract of title relating to a certain parcel of real estate located in the city of Columbus, Franklin County, Ohio, the same being a part of inlot No. 126, as said lot is numbered and delineated upon the recorded plat thereof, recorded in Deed Book "F", page 332, Recorder's Office, Franklin County, Ohio, and said parcel being bounded and described as follows:

Beginning at a point in the east line of said inlot 126, 65 feet north of the southeast corner thereof; thence north along the east side of said inlot 32½ feet; thence westerly on a line parallel with the south line of said inlot 62½ feet to the west line thereof; thence south along the west line of said inlot, 32½ feet to a point; thence east on a line parallel with the south line of said lot 62½ feet to the place of beginning.

Upon examination of said abstract of title, I find that one Rollie B. Cochrane and Lillian B. Cochrane, his wife, as tenants in common of said property, have a good and indefeasible fee simple title to the above described property, subject to such rights as the owner or owners of the real property located in the northeast corner of said inlot 126 and contiguous to the above described property here under investigation for a distance of about 32 feet back from the east line of said property, may have in and to a party wall erected upon the line between said properties and extending over a distance of about 18 inches on the property here under investigation; which party wall was erected pursuant to an agreement made and entered into under date of July 16, 1906, by and between one Annie Carlisle, a former owner of the property here under investigation, and one Emma Kremer, a former owner of said contiguous property.

The title of said Rollie B. Cochrane and Lillian B. Cochrane in and to the above

described real property, subject to the exception above noted with respect to said party wall and the rights of the owners of said contiguous property therein, is owned and held by said Rollie B. Cochrane and Lillian B. Cochrane, free and clear of all incumbrances except the taxes thereon.

With respect to such taxes it appears from said abstract, which is certified by the abstractor under date of March 26, 1931, that the taxes on this property for the last half of the year 1930, amounting to the sum of \$237.71, are unpaid, and are a lien upon said property.

From the abstract of title submitted it appears that there are no unpaid special assessments on this property.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3113.

APPROVAL, WARRANTY DEED RELATING TO PURCHASE OF LAND IN
THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, April 1, 1931.

State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—There has been submitted for my examination and approval warranty deed and encumbrance record No. 662 relating to the proposed purchase by the State of Ohio of a parcel of real estate situated in the City of Columbus, Franklin County, Ohio, which is more particularly described as follows:

Being part Inlot Number One Hundred and Twenty-six (126) as the same is numbered and delineated on plat thereof, recorded in Deed Book "F", page 332, Recorder's Office, Franklin County, Ohio. Bounded and described as follows, beginning at a point in east line said Inlot 126, thirty-two and one-half (32- $\frac{1}{2}$) feet north of south-east corner thereof; thence north along the east side of said Inlot sixty-five (65) feet; thence westerly on a line parallel with south line of said Inlot sixty-two and one-half (62- $\frac{1}{2}$) feet to west line thereof; thence south along the west line of said Inlot, sixty-five (65) feet to a point; thence east on a line parallel with south line said lot sixty-two and one-half (62- $\frac{1}{2}$) feet to place of beginning.

The title to the above described parcel of land was considered in Opinions Nos. and directed to you under even date herewith, in which opinions I found that Rollie B. Cochrane and Lillian B. Cochrane, as tenants in common, have a good and indefeasible fee simple title to said property, free and clear of all encumbrances except the lien for taxes and special assessments therein noted, and except the encumbrance arising with respect to the certain party wall constructed pursuant to the party wall agreement referred to in said opinions.

Upon examination of the warranty deed tendered by Rollie B. Cochrane and Lillian B. Cochrane, husband and wife, I find that said deed has been properly executed and acknowledged by said grantors, and that the form of said deed is such that it is effective to convey the above described real property to the State of Ohio by fee simple title, free and clear of the respective rights of dower of said grantors in this property, and free and clear of all encumbrances whatsoever except the taxes and special assessments hereafter due and payable and except the encumbrance on the property arising out of said party wall agreement above referred to.