

1567.

APPROVAL—CONTRACT BY AND BETWEEN THE STATE OF OHIO AND CARL KINSEL, OAK HARBOR, OHIO, FOR ELECTRICAL WORK IN ADMINISTRATION BUILDING, CAMP PERRY, OHIO.

COLUMBUS, OHIO, December 1, 1937.

HON. EMIL F. MARX, *Adjutant General, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and between Carl Kinsel, Oak Harbor, Ohio, and the State of Ohio, acting by Emil F. Marx, Adjutant General and Director of State Armories, for the Electrical Work in the Administration Building, Camp Perry, Ohio, which contract calls for the total expenditure of one thousand two hundred and forty-two dollars (\$1,242.00).

You have also submitted the following papers in this connection: Encumbrance estimate No. 118, in the amount of \$1,242.00, proof of publication, Controlling Board release, certificate of the Auditor of State that the necessary papers are on file in that office, tabulation of bids, division of contract, form of proposal properly executed with the United States Fidelity and Guaranty Company as surety, the power of attorney for its signer, its financial statement and certificate to do business in the State of Ohio.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other papers submitted in this connection.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

1568.

APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED, AND CONTRACT ENCUMBRANCE RECORD RELATING TO A PARCEL OF LAND IN FRANKLIN TOWNSHIP, PORTAGE COUNTY, OHIO.

COLUMBUS, OHIO, December 1, 1937.

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

DEAR SIR: There have been submitted to me for my examination and approval a corrected abstract of title, warranty deed and contract encumbrance record No. 2193 relating to a parcel of land which is owned by Helen A. Hall and Herbert Woodworth, as tenants in common, in Franklin Township, Portage County, Ohio, which parcel of land is more particularly described as follows:

And known as a parcel of land situated in the northwest corner of Lot 14 of said Township and being the same land known as parcel number two as deeded to Stella A. Hall by Henry Wilcox et al by deed dated August 31, 1906, and recorded in Vol. 201 and page 613, Portage County Record of Deeds and more particularly described as follows, to-wit:

Beginning at a marked hard head stone at the northwest corner of township lot 14; thence South $89^{\circ} 46'$ East along the north line of said township lot 14, 317.54 feet to an iron pipe at the northeast corner of said parcel; thence South $24^{\circ} 09'$ West along the easterly line of said tract, 717.02 feet to an iron pin in the center line of the Kent-Rootstown Road so called; thence North $50^{\circ} 18'$ West along the center line of said road 34.30 feet to the intersection of the center line of Morris Road, the same being also the West line of Township lot 14; thence North $0^{\circ} 12'$ East along the West line of said lot 14, a distance of 633.66 feet to the place of beginning and containing 2.5816 acres of land be the same more or less, subject to all legal highways, as surveyed August 16, 1937, by Perry H. Evans, Registered Surveyor No. 1788.

Upon examination of the abstract of title of the above described parcel of land which is being acquired through your department for and in the name of the State of Ohio for the use of Kent State University, I find that said Helen A. Hall and Herbert Woodworth, as tenants in common, have a good merchantable fee simple title to this parcel of land and that they own and hold the same free and clear of all encumbrances except such taxes and assessments, if any, as may appear upon the county treasurer's tax duplicate of this property. The abstract of title and the extension thereof, which is certified by the abstracter under date of November 15, 1937, are silent with respect to the matter of taxes and assessments on the property. In this connection, it is noted that in the warranty deed which has been tendered to the State of Ohio by the grantors above named, there is a warranty that this property is free and clear of all encumbrances whatsoever except as to taxes and assessments becoming due and payable in December, 1937, and thereafter,

which the grantee assumes and agrees to pay. Needless to say, an investigation should be made with respect to prior unpaid taxes and assessments on this property, if any such there be, and arrangements should be made for the payment and satisfaction of the same before the transaction for the purchase of this property is closed by the issue of the voucher and warranty covering the purchase price of the property.

Upon examination of the warranty deed tendered by Helen A. Hall and Herbert Woodworth, I find that the same has been properly executed and acknowledged by said grantors and by Dorothy Woodworth, the wife of Herbert Woodworth, who thereby releases to the State of Ohio as the grantee named in said deed all of her right and expectancy of dower in the parcel of land here in question which is described in said deed as above set out herein. The form of this deed is such that the same is legally sufficient to convey this property to the State of Ohio by fee simple title and, as above stated, with a covenant of warranty that the property is free from all encumbrances whatsoever except as to taxes and assessments becoming due and payable in December, 1937, and thereafter.

Upon examination of contract encumbrance record No. 2193, which has been submitted as a part of the files relating to the purchase of this property, I find that this instrument has been properly executed and that there is shown thereby a sufficient balance, otherwise unencumbered, in the appropriation account to the credit of Kent State University under Amended Senate Bill No. 315 to pay the purchase price of the above described property, which purchase price is the sum of \$875.25. It further appears from said contract encumbrance record that the purchase of this property has been approved by the Controlling Board by a resolution of said Board under date of August 19, 1937.

Subject only to the observation above made with respect to the possibility that there may be unpaid taxes and assessments upon this property which, if this is the case, should be paid before this property is purchased, the title of Helen A. Hall and Herbert Woodworth in and to this property is approved as are the corrected abstract of title relating thereto and the warranty deed and contract encumbrance record which have been submitted to me in connection with the purchase of this property. All of the files above referred to are herewith enclosed for your further attention in the consummation of the purchase of the property by the procurement of voucher and warrant covering the purchase price of the property.

Respectfully,

HERBERT S. DUFFY,
Attorney General.