

thereon, amounting to two thousand one hundred forty-three dollars and sixteen cents, plus statutory interest thereon on the certification of said property as delinquent, are unpaid and are a lien upon said property.

The taxes for the year 1930, amounting to one thousand eight hundred sixty-two dollars and ten cents, are likewise unpaid and are a lien upon the property here under investigation.

In addition to the taxes above noted, the undetermined taxes for the year 1931 will become a lien upon said property on the twelfth day of April, 1931, unless, of course, the title to said property is conveyed to the state of Ohio before said date.

13. The following assessments, which are a lien upon said property, are herewith noted:

For Broad St.; 10 year plan; 4 installments paid; balance of \$214.77 including interest at 5%; 5th and first half of the 6th installment \$50.12 and \$15.79 interest and penalty due in December, 1930.

For Front St.; 8 year plan; 6 installments paid; balance of \$270.40 including interest at 5½%; 7th and first half of 8th installment \$201.02 and \$38.14 interest and penalty due in December, 1930.

For Lights (Broad St.); 5 year plan; 1 installment paid; balance of \$234.78 including interest at 4½%; 2nd and 1st half of 3rd installment \$84.95 and \$19.65 interest and penalty due in December, 1930.

For Lights (Front St.); 5 year plan; no installments paid; total of \$468.68 including interest at 4½%; 1st installment \$93.74 and \$5.74 interest and penalty due in December, 1930.

For delinquent street cleaning \$105.83 due in December, 1930.

I have noted above a number of term leases executed by the Broad Front Realty Company to the several persons therein named, which leases so far as shown by the abstract are or may be still in full force and effect. In this connection, I deem it proper to note that if any other person or persons are in actual possession of the premises here under investigation or of any part of the same in such manner as to fairly give information that the occupant is asserting dominion over said property under some claim of right or authority, any person proposing to purchase said property will be chargeable with notice of any right or title which said occupant or occupants may have in said premises whatever the same may prove to be.

Said abstract of title is herewith returned to you.

Respectfully,

GILBERT BETTMAN,

Attorney General.

3179.

APPROVAL, WARRANTY DEED TO LANDS OF HENRY E. MUSSELMAN
IN THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, April 24, 1931.

The State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—There has been submitted for my approval a warranty deed executed by Henry E. Musselman and Belva Musselman, his wife, conveying to

the State of Ohio the undivided one-half interest and estate of said Henry E. Musselman in and to a parcel of real property situated in the City of Columbus, Franklin County, Ohio, and being thirty-one and one-half (31½) feet east and west by ninety (90) feet north and south out of the northeast corner of inlot number one hundred and twenty-six (126) of said city, as said lot is numbered and delineated upon the recorded plat thereof, of record in Deed Book F, page 332, Recorder's Office, Franklin County, Ohio.

Upon examination of said warranty deed, I find that the same has been properly executed and acknowledged by Henry E. Musselman and Belva Musselman and that the terms of said deed are such that it is sufficient to convey said property to the State of Ohio free and clear of the dower interest of said Belva Musselman in and to said property and free and clear of all encumbrances except the perpetual leasehold interest in the estate of said Henry E. Musselman now held by The Broad-Front Realty Company by virtue of a certain lease for the term of ninety-nine years, renewable forever, executed by said Henry E. Musselman and wife to one Harry Gilbert under date of May 19, 1926, which lease was thereafter under date of July 12, 1926, assigned by said Harry Gilbert to The Broad-Front Realty Company, and except liens created by the lessee under said lease, and except the current taxes and assessments.

There has been likewise submitted for my examination and approval a quit-claim deed executed by The Broad-Front Realty Company conveying to the State of Ohio all its right, title and interest now owned and held by it in the estate of Henry E. Musselman in the above described property by virtue of the ninety-nine year lease, renewable forever, now owned and held by The Broad-Front Realty Company, and which is above referred to.

From an examination of said quit-claim deed, I find that the same has been properly executed and acknowledged by The Broad-Front Realty Company by the hands of its president and secretary, and that the form of said deed is such that the same effectively conveys to the State of Ohio all of the right, title and interest which said company owns and holds in said property and in and to the estate of said Henry E. Musselman therein. Said deeds above mentioned and referred to are accordingly hereby approved.

In the consideration of the approval here made by me of the deeds of Henry E. Musselman and wife and The Broad-Front Realty Company, it is to be noted that said approval does not in any manner affect certain of the exceptions heretofore noted by me in my Opinion No. 3178, on the title to the property above described, which exceptions, so far as they affect the estate and interest of said Henry E. Musselman in and to this property and the interest of The Broad-Front Realty Company thereunder, are the exceptions noted in said former opinion as exceptions numbers, 1, 4 and 5 to 13 inclusive therein.

With the deeds above mentioned there has been submitted to me encumbrance record 664 covering your contract with said Henry E. Musselman for the purchase of his undivided one-half interest in the property above described. This encumbrance record has been properly executed and acknowledged and the same shows that there is a sufficient unencumbered balance in the appropriation account to pay the purchase price of said property and interest, which purchase price is the sum of \$54,822.67. Said encumbrance record No. 664 is accordingly hereby approved.

I am herewith returning to you said deeds and encumbrance record.

Respectfully,

GILBERT BETTMAN,
Attorney General.