

6258.

APPROVAL—ABSTRACT OF TITLE, ETC., TO LAND IN
LAUREL TOWNSHIP, HOCKING COUNTY, OHIO—FRANK
EDWARDS.

COLUMBUS, OHIO, October 29, 1936.

HON. CARL E. STEEB, *Secretary, Board of Control, Ohio Agricultural
Experiment Station, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your communication with which you submit for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 32 and other files relating to the proposed purchase by the State of Ohio for the use of the Forestry Division of the Ohio Agricultural Experiment Station of a tract of land which is now owned of record by one Frank Edwards in Laurel Township, Hocking County, Ohio, and which is described in the deed in and by which this property is to be conveyed to the State of Ohio as follows:

Being situated in Township of Laurel, County of Hocking, State of Ohio and being the S. W. quarter of the N. W. quarter of Sec. 4, R. 18.

Beginning at a concrete monument at the corner of the lands of the State of Ohio and Frank Edwards, thence with the line between Frank Edwards land and land of State of Ohio, north four degrees and three minutes east (N. 4° 03' E.) thirteen hundred twenty-seven and thirty-five hundredths (1327.35) feet to a concrete monument, thence with the line between Frank Edwards land and lands of State of Ohio, south eighty-six degrees and thirty-two minutes east (86° 32' E.) fourteen hundred thirty-five and eighty-nine hundredths (1435.89) feet to a concrete monument, thence with the line between Frank Edwards land and lands of the State of Ohio, south three degrees and twenty-four minutes west (S. 3° 24' W.) eight hundred two and four hundredths (802.04) feet to a concrete monument, thence with the line between Frank Edwards land and lands of State of Ohio, south four degrees and twenty-four minutes west (S. 4° 24' W.) five hundred thirty and thirty-three hundredths (530.33) feet to a concrete monument, thence with the line between Frank Edwards land and lands of State of Ohio, north eighty-six degrees and twelve minutes west (N. 86° 12' W.) six hundred ten and seventy-three hundredths (610.73) feet to a concrete monument, thence with a line which crosses the present

land of Frank Edwards north eighty-six degrees and twenty-seven minutes (N. 86° 27' W.) eight hundred thirty and ninety-five hundredths (830.95) feet to the place of beginning containing forty-three and ninety-eight hundredths (43.98) acres, more or less.

Upon examination of the abstract of title which has been submitted to me, which abstract of title is certified by the abstracter under date of September 26, 1936, I find that said Frank Edwards has a good merchantable fee simple title to the above described tract of land and that he owns and holds the same free and clear of all encumbrances except the following which are herein noted as exceptions to the title in and by which the said Frank Edwards owns and holds this land:

1. On April 1, 1936, Frank Edwards and Flora Edwards, his wife, executed a mortgage on the above described tract of land and upon other lands described in said mortgage but which are not covered by the abstract or involved in this purchase. This mortgage is one executed to David W. McFadden and Gay McFadden from whom Frank Edwards on the same day obtained title to the tract of land here in question and apparently this is a purchase money mortgage to secure the payment of the purchase price of said lands or of a balance thereof in the amount of \$1300.00. This mortgage is not canceled of record and the same is a lien upon the lands hereinabove described to the amount of money now remaining due and unpaid upon said mortgage and upon the note secured by the same. Inasmuch as the warranty deed, hereinafter referred to, which Frank Edwards has tendered to the state and in and by which this property is to be conveyed to the State of Ohio, contains a covenant that the lands therein described are free and clear from all encumbrances whatsoever, I assume that arrangements have been made by and between Mr. Edwards and your department that this mortgage is to be released as to the above described tract of land before the voucher and warrant covering the purchase price of this property is delivered to Mr. Edwards. In any event, as to the existence of any such understanding by and between Mr. Edwards and your department, there should be no delivery of such voucher and warrant until this property is released from the operation of the mortgage.

2. It appears further that the tract of land hereinabove described is subject to the encumbrance of a pipe line easement or right of way agreement which was executed by Howard McBroom and Emma Kline to The Columbus Gas and Fuel Company under date of June 10, 1907, and which passed by intermediate assignments to The Ohio Fuel Gas Company which now owns and holds the same. By this agreement, which is effective as an easement on these lands, The Columbus Gas and Fuel

Company and its assigns were given the right to lay down in and upon such lands lines of pipe for the transportation of natural gas or petroleum from the wells of said company or its assigns to the city of Columbus and other points in Franklin County with the provision that said pipe line should be laid and buried in the ground so as not to interfere with the cultivation of the land or with existing tile drainage. I am not informed by this abstract of title or otherwise as to whether any pipe lines have been laid down in and upon these lands pursuant to this easement, or not. In any event, this easement is an encumbrance on the land and it is a matter for the decision of the Board of Control of the Ohio Agricultural Experiment Station or of the Forestry Division thereof whether any pipe lines which have been constructed in and upon the lands or which hereafter might be constructed under this easement will in any way interfere with the purpose for which the lands are being acquired by the state.

3. It is certified by the abstracter that all taxes and assessments on this property have been paid. As to this, I assume that what is meant by this certification is that all taxes for the year 1935 and prior thereto have been paid and that the only taxes which are a lien upon the property are the undetermined taxes for the year 1936.

I assume that the tract of land here in question is now held and possessed by Frank Edwards, the owner of the same. In this connection, it is pertinent to observe that if this tract of land is now held and possessed by some other person or persons the State of Ohio, as the purchaser of this land and your department as the agent of the state in this transaction will, as a matter of law, be held to have knowledge of whatever rights of the person or persons possessing the land may have with respect to the same.

Upon examination of the warranty deed, which has been tendered to the State of Ohio by Frank Edwards, the owner of this land, I find that the same has been properly executed and acknowledged by him and by Flora Edwards, his wife; and that 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, free and clear of the dower rights of Flora Edwards in the premises, with a covenant of warranty, as above noted, that the lands therein described are free and clear of all encumbrances whatsoever.

Upon examination of contract encumbrance record No. 34 which has been submitted to me in this connection, I find that the same has been properly executed and that there is shown thereby a sufficient unencumbered balance in the segregated account to the credit of the Board of Control of the Ohio Agricultural Experiment Station which has been set up by the State Treasurer under the authority of House Bill No. 571, 116 O. L., Pt. II, page., and out of which obligations for the acquisition of lands by this department may be paid. The purchase price

of this property is \$967.56 and, as above indicated, there is a sufficient unencumbered balance in said account to pay this purchase price.

On the considerations above noted, I am approving the title in and by which Frank Edwards owns and holds this property, subject only to the exceptions above noted; and I am likewise approving the warranty deed and contract encumbrance record No. 34, which, together with the abstract of title and other files relating to the purchase of this property, I am here returning to you.

Respectfully,

JOHN W. BRICKER,
Attorney General.

6259.

APPROVAL—BONDS OF CITY OF CLEVELAND, CUYAHOGA COUNTY, OHIO, \$25,000.00.

COLUMBUS, OHIO, October 29, 1936.

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

6260.

APPROVAL—CONTRACT FOR COMPLETION OF TIMBER WALL ALONG CANAL SOUTH OF KENMORE BLVD., AKRON, OHIO, \$3,876.04, UNITED STATES FIDELITY AND GUARANTY COMPANY OF BALTIMORE, MD., SURETY—B. F. PERRY, AKRON, OHIO, CONTRACTOR.

COLUMBUS, OHIO, October 29, 1936.

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

DEAR SIR: You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works, and B. F. Perry of Akron, Ohio. This contract covers the construction and completion of a timber wall along canal south of Kenmore Boulevard, Akron, Ohio, in accordance with the proposal received October 13, 1936. Said contract calls for an expenditure of three thousand eight hundred and seventy-six dollars and four cents (\$3,876.04).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum