

ABSTRACT OF TITLE

to

Part of the Southwest Quarter of  
Section #1, Township #11, (Plain),  
Range #8, Stark County, Ohio.  
(containing 6 and 60/100 acres).

3064 Diamond NE

Plain Township Historical Society

RECORDED - CITIZENS BUSINESS ASSN  
CANTON  
NELSON: Harold R.  
NELSON: Carol A.  
3064 Diamond Street E. E.  
Middletown, Ohio 44660  
68.000.000.000.000

Christian R. Wingerd  
Attorney at Law  
1st Nat'l. Bank Bldg.  
Canton, Ohio.

11

ABSTRACT OF TITLE

to

Part of the Southwest Quarter of Section No. 1, Township No. 11, (Plain), Range No. 8, Stark County, Ohio, bounded and described as follows:-  
Beginning the description for the same at an iron pin on the North line of said Quarter 328.2 feet, South 85 degrees, 30 minutes East from the Northwest corner of said Quarter; thence South 85 degrees, 30 minutes East along the Quarter line 165.0 feet; thence South 8 degrees 25 minutes West, 547.0 feet more or less to a point on the middle line of the Middle Branch of Nimishillen Creek; thence Northwestward, along the middle line of said Creek 167.7 feet; thence North 8 degrees 25 minutes East 517.0 feet more or less, to the place of beginning, and containing 2.0 acres, be the same more or less but subject to all legal highways.

No. 2.

All instruments are regular unless otherwise noted.

No. 3.

James Madison, President  
of the United States,

to

William Chapman

Patent  
Dated June 23, 1810  
Certified copy Rec.  
Apr. 12, 1905  
Vol. 439, page 132

Grants the Southwest Quarter of Section No. 1, Township No. 11,  
Range No. 8, of the lands directed to be sold at Steubenville,  
Ohio.

No. 4.

William Chapman, and  
Lucretia, his wife,

to

Henry Zigler

W. D.  
Dated May 5, 1812  
Rec. Dec. 23, 1815  
Vol. C, page 140  
Two witnesses  
Sam'l. Coalter, N.P.  
Stark County, Ohio.

Conveys the Southwest Quarter of Section No. 1, Township No. 11,  
Range No. 8.

Name of grantee also given as "Sigler."

Plain Township Historical Society

No. 5.

Henry Sigler, and  
Elizabeth, his wife,

to

Andrew Christ

W. D.

Dated June 18, 1825

Rec. Dec. 4, 1826

Vol. F, page 517

Two witnesses

John Grubb, N. P.

Stark County, Ohio.

Conveys the following described premises:-

Situated in the County of Stark and State of Ohio, and known as and being a part of the Southwest Quarter (on the North side thereof) Section No. 1, Township No. 11, Range No. 8, and bounded as follows:-

Beginning at the Quarter post between Sections #1 and #2 in said Township and running thence with the Section line South  $26\frac{1}{2}$  perches to the West branch of Nimishillen Creek; thence with said Creek, South 87 degrees East 22 perches; thence South 75 degrees East 11 perches; thence South  $81\frac{1}{2}$  degrees East 8.7 perches; thence North  $85\frac{1}{2}$  degrees East 5 perches; thence  $70\frac{1}{2}$  degrees East 10.5 perches; thence South 86 degrees East 6 perches; thence  $85\frac{1}{2}$  degrees East 20.3 perches; thence North  $71\frac{1}{2}$  degrees East  $10\frac{1}{2}$  perches; thence North 82 degrees East 26 perches; thence North 67 degrees East 15.2 perches; thence North 60 degrees East 12 perches; thence North 12 perches; thence North 84 degrees East 6 perches; thence North 61 degrees East 14.2 perches; thence North (leaving the Creek) 5 perches to the center part of said Section #1; thence West 160 perches to the place of beginning, containing 25 acres and 22 perches of land, be the same more or less.

No. 6.

Andrew Christ, and  
Susan Christ, his wife,

to

Jacob J. Bair

W. D.

Dated Apr. 4, 1870

Rec. Apr. 5, 1870

Vol. 110, page 455

Two witnesses

George Holtz, N.P.

Stark County, Ohio.

Conveys the following described premises:-

Situated in the County of Stark, State of Ohio, and known as and being a part of the Southwest Quarter of Section No. 1, Township No. 11, and Range No. 8, bounded as follows:-

Beginning at a post on the North line of said Quarter where the line of Andrew Christ's land crosses said Quarter line; thence South  $88\frac{1}{2}$  degrees East 7 chains and 86 links; thence South  $2\frac{1}{2}$  deg. West 8 chains and 13 links to the center of the Creek; thence South  $88\frac{1}{2}$  degrees West 6 chains and 50 links along the center of creek; thence North  $64\frac{1}{2}$  degrees West along the center of the Creek 2 chains and 15 links; thence North  $6\frac{3}{4}$  degrees East 7 chains and 68 links to the place of beginning, containing 6 and 60/100 acres of land, more or less.

No. 7.

Hannah Christ

to

Jacob J. Bair

Quit Claim Deed

Dated Apr. 4, 1870

Rec. Apr. 5, 1870

Vol. 110, page 454

Two witnesses

George Holtz, N.P.

Stark County, Ohio.

Conveys same premises described in Section No. 6 above.

The course "thence South  $88\frac{1}{2}$  degrees West, 6 chains 50 links along the center of the Creek" is omitted.

Grantee signs Hannah <sup>her</sup>  
x Christ.  
mark.

John Pontius,

-vs-

Jacob J. Bair  
 Hannah Bair, and  
 Hiram H. Housel, Agent,  
 etc.

Stark County, Ohio  
 Common Pleas Court

Appr. Doc. 59, page 4986  
 Rec. in Vol. 99, page 48

CIVIL ACTION

1886, Dec. 11, Petition and Praecipe filed.  
 " " " Summons issued.  
 " " 15, Summons returned endorsed. "1886, Dec. 15,  
 received this summons and served the within  
 named Jacob J. Bair, personally, by delivering  
 a true copy thereof; and the within named Hannah  
 Bair and Hiram H. Housel by leaving a true copy  
 thereof at their usual place of residence,  
 Dec, 15, 1886. A. Leininger, Sheriff."  
 1887, Jan. 8, Answer of Hiram H. Housel filed.  
 " " 10, "Default decree for plaintiff for \$457.64 with  
 interest from January 3, 1887 and costs, and order  
 to sell.  
 " Feb. 4, Motion filed.  
 " Mar. 16, Sale confirmed and deed ordered, and order of  
 distribution made.

No. 9.

The PETITION in the above case recites as follows:

"that defendant Jacob J. Bair, on April 18, 1883, gave the plaintiff  
 a certain promissory note calling for the payment of \$343.27 two years after date  
 with interest at six (6) per cent, per annum, payable annually on which several  
 partial payments were made. Petition also recites that on October 25, 1883, said  
 defendant gave said plaintiff a note for \$50.00 payable one (1) year from its  
 date with interest at six (6) per cent, per annum; that a mortgage to secure said  
 notes was given by the defendants Jacob J. Bair, and his wife, Hannah Bair, on  
 certain real estate ( which is the real estate described in Section No. 6 of this  
 Abstract) and that said mortgage was duly filed for record, Plaintiff asks that  
 said mortgage be foreclosed for the purpose of paying the amount then due on said  
 notes. Prayer of Petition was granted and property sold by the Sheriff to Henry  
 Wise.

No. 10.

A. Leininger, Sheriff  
 of Stark County, Ohio

to

Henry Wise

Sheriff's Deed  
 Dated Mar. 16, 1887  
 Rec. Mar. 16, 1887  
 Vol. 226, page 480  
 Two witnesses  
 John O. Garrett, N.P.  
 Stark County, Ohio.

Conveys the same premises as described in Section No. 6 herein,  
 which is the property sold in foreclosure proceedings as per  
 preceding Section No. 8 and 9.

Henry F. Wise,  
Estate

Stark County, Ohio  
Probate Court

Adm. Doc. N, page 447

1916,	Jan. 24,	Application filed.
"	" "	Lydia Wise, Administratrix.
"	" "	Bond \$300.00
"	" "	Bond filed and approved.
"	" "	Letters issued.
"	Feb. 21,	Inventory filed.
"	Mar. 1,	Statement to County Auditor issued.
"	Feb. 18,	Proof of publication filed.
1917	Mar. 26,	First and final account filed.

In the Matter of the  
Estate of Henry F. Wise,  
deceased,

Affidavit for transfer  
of Real Estate inherited  
Dated May 7, 1920  
Rec. May 7, 1920  
Vol. 710, page 252  
Alva L. Deal, N. P.  
Stark County, Ohio.

Affidavit states that Henry F. Wise died intestate January 16,  
leaving Lydia Wise, his widow, his only next of kin and heir  
at law.

Affidavit contains description of premises as shown in Section  
No.6 of this Abstract. Also other premises,not the premises  
in question.

Plain Township Historical Society

No. 13.

Lydia A. Wise,  
unmarried,

to

E. G. Smith

W. D.

Dated May 7, 1920

Rec. May 7, 1920

Vol. 713, page 499

Two witnesses

Alva L. Deal, N. P.  
Stark County, Ohio.

Conveys same premises as described in Section No. 6  
of this Abstract.

Also other premises, not the premises in question.

No. 14.

E. G. Smith, and  
Lydia, his wife,

to

Charles Kutz, and  
Melissa H. Kutz

W. D. \$4500.00

Dated Mar. 26, 1921

Rec. May 21, 1921

Vol. 730, page 166

Two witnesses

Lorin C. Wise, N.P.  
Stark County, Ohio.

Conveys same premises as described in Section No. 6  
of this Abstract.

Also other premises, not the premises in question.

Deed recites that Lydia Smith, wife of grantor herein, was formerly the widow of  
Henry F. Wise.

No. 15.

In Marriage Records Vol. 32, page 29, Stark County, Ohio,  
Probate Court shows that Lydia Wise married Elkiab G. Smith  
on May 1, 1920.

No. 16.

No other deeds.



No. 17.

Jacob J. Bair, and  
Hannah Bair, his wife,

to

Andrew Christ

Mtg. \$458.00  
Dated Apr. 4, 1870  
Rec. Apr. 5, 1870  
Vol. 107, page 488  
CANCELLED.

No. 18.

Jacob J. Bair, and  
Hannah Bair, his wife,

to

John Pontius

Mtg. \$343.27  
Dated Apr. 18, 1883  
Rec. Apr. 21, 1883  
Vol. 196, page 36

Not Cancelled on Record, see Section 8 of this  
Abstract for foreclosure.

No. 19.

Jacob J. Bair, and  
Hannah Bair, his wife,

to

John Pontius

Mtg. \$50.00  
Dated Oct. 25, 1883  
Rec. Oct. 27, 1883  
Vol. 199, page 361

Not Cancelled on Record, see Section 8 of this  
Abstract for foreclosure.

No. 20.

No other mortgages.

No. 21.

Charles Kutz, and  
Melissa H. Kutz,  
husband and wife,

to

The East Ohio Gas Company

Oil and Gas Lease  
Dated Dec. 16, 1931  
Rec. Jan. 28, 1932  
Lease Rec. 50, page 70  
CANCELLED.

No. 22.

No other leases or mechanic's liens.

No. 23.

No Federal tax, personal tax, bonding or recognizance liens.

No. 24.

No unemployment compensation liens.

No. 35.

No pending suits, living judgments or foreign executions.

No. 36.

The Treasurer's duplicate shows no special assessments.

No. 37.

TAXES.

Charles and Melissa H. Kutz                      Sec. 1 NPSW & SPNW                      12.44 acres

Dec. 1947, tax, \$19.84, paid Feb. 19, 1948	Land \$ 1100.00
June 1948, tax, \$19.84, paid July 8, 1948	Bldg. \$ 2200.00
	<hr/>
	Total \$ 3100.00

.....

I hereby certify that the foregoing Abstract of Title was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the Title to the premises in question as shown by the general indexes in and for the several County Offices in and for Stark County, Ohio.

*Christian B. Shingard*  
\_\_\_\_\_  
Attorney and Abstractor.

Canton, Ohio  
November 17, 1948  
8:30 A. M.

C O N T I N U A T I O N

CONTINUATION to the Abstract of Title showing all changes affecting the title, since and including November 17, 1948, to the following described premises:

Part of the Southwest Quarter of Section No. 1, Township No. 11, (Plain), Range No. 8, Stark County, Ohio, bounded and described as follows:-

Beginning the description for the same at an iron pin on the north line of said Quarter 328.2 feet, South 85 degrees, 30 minutes East from the Northwest corner of said Quarter; thence South 85 degrees, 30 minutes East along the Quarter line 165.0 feet; thence South 8 degrees 25 minutes West 547.0 feet more or less to a point on the middle line of the Middle Branch of Nimishillen Creek; thence Northwestward, along the middle line of said Creek 167.7 feet; thence North 8 degrees 25 minutes East 517.0 feet more or less, to the place of beginning, and containing 2.0 acres, be the same more or less but subject to all legal highways.

No. 38

Charles Kutz and  
Melissa H. Kutz,  
Husband and Wife  
to

Walter A. Gottshall and  
Alice R. Gottshall

Warranty Deed  
S. & Ackd. Oct. 13, 1948  
Recorded Nov. 19, 1948  
Volume 1796, Page 345

Conveys abstracted premises.

No. 39

Walter A. Gottshall, <sup>husband of</sup> grantee herein. EJZ  
to  
Alice Ruth Gottshall

Quit Claim Deed  
S. & Ackd. Jan. 18, 1949  
Recorded Feb. 1, 1949  
Volume 1802, Page 264

Conveys grantor's interest in abstracted premises.

No. 40

No mortgages have been filed for record since said date.

No. 41

No leases, mechanics liens, pending suits, contracts, foreign executions, judgment liens, personal tax delinquency liens, federal tax liens, security transaction agreements or financing statements, recognizance bonds or unemployment compensation liens affecting the title to said premises have been filed for record since said date.

No search has been made for street, sewer or other special assessments, or of the records of Federal Court.

No. 42

No guardianship, epileptic, feebleminded or lunacy cases which might affect the present owners.

No. 43

TAXES: Permanent Parcel No. 52-00701  
June, 1972, taxes in the amount of \$126.74 - PAID.

I hereby certify that the foregoing continuation, consisting of Sections 38 to 43 inclusive, was collated by me from the official records of Stark County, Ohio, and I believe the same to be correct and shows every instrument of record affecting the title to said premises since and including November 17, 1948, as shown by the General Indices in the several county offices in and for Stark County, Ohio.

*Edward J. Zink*  
EDWARD J. ZINK, ATTORNEY AT LAW

Canton, Ohio  
August 22, 1972  
8:30 a.m., EDST.

*Revised 9/11/72 E.J.Z.*  
*Revised 10/5/72*

Plain Township Historical Society

LAW OFFICES OF AMERMAN, BURT & JONES CO., L.P.A., CANTON, OHIO

SHORT-FORM CONTINUATION

NO. 44

Alice Ruth Gottshall,  
unremarried widow  
to  
Harold R. Nelson and  
Carol A. Nelson

Warranty Deed  
S. & Ackd. Oct. 4, 1972  
Rec. for Rec. Oct. 6, 1972  
Volume 3633, Page 259

Conveys premises abstracted, as more fully described in the heading of the preceding continuation dated Oct. 5, 1972.

NO. 45

Harold R. Nelson and  
Carol A. Nelson,  
Husband and wife  
to  
The Citizens Savings  
Association

Open End Mortgage \$8,000.00  
S. & Ackd. Oct. 6, 1972  
Rec. for Rec. Oct. 6, 1972  
Volume 3679, Page 688  
~~NOT CANCELLED~~

Covers premises abstracted and given to secure note of even date in the amount of \$8,000.00 with interest, payable \$78.25 per month, commencing Oct. 6, 1972.

*Cancelled on Record  
January 8, 1974  
Att. of Ed. J. Zink*  
Plain Township Historical Society

I hereby certify that the foregoing deed and mortgage are the only instruments left for record as shown by the indexes of the several county offices of Stark County, Ohio, affecting the premises hereby abstracted since and including October 5, 1972.

*Edward J. Zink*  
EDWARD J. ZINK, Attorney at Law

Canton, Ohio  
Oct. 10, 1972  
9:00 a.m., EDST.

LAW OFFICES OF AMERMAN, BURT & JONES CO., L.P.A., CANTON, OHIO

CONTINUATION

CONTINUATION to the foregoing Abstract of Title, showing all changes affecting the title to 2.0 acres of land in the Southwest Quarter of Section Number One (1), Township Number Eleven (11) (Plain), Range Number Eight (8), Stark County, Ohio, and being more fully described in the heading of the foregoing continuation, said changes since and including October 10, 1972, at 9:00 A.M. EDST.

No. 46

IN THE COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
STARK COUNTY, OHIO

Carol A. Nelson  
Plaintiff  
Vs.  
Harold R. Nelson  
Defendant

Divorce-Gross Neglect  
DR Docket 125  
Case No. 75350

1977 May 23 Complaint and request filed. Motion for alimony filed. Financial statement filed. Summons, copy of complaint, motion and statement mailed to Defendant by certified mail.

1977 May 27 Receipt from certified mail returned signed by Harold R. Nelson.

1977 June 21 Defendant given until August 21, 1977, in which to answer

*1977 July 11 Amended waiver of summons and separation agreement filed. (Copy of agreement attached). Atty. J. C. [unclear]*  
No. 47  
No deeds or land contracts.

No. 48

No mortgages or financing statements.

No. 49

No leases or mechanic's liens.

No. 50

No Federal tax, no personal property tax, no recognizance bond, and no Unemployment Compensation liens.

No. 51

No pending suits, living judgments, or foreign executions which are living liens on the premises.

No. 52

TAXES: December, 1976, installment of taxes in the amount of \$183.46 has been paid (10% roll back and state inflationary reduction deducted) (Parcel No. 52-00701).

I have made no search for special assessments which are not shown on the tax duplicate in the Treasurer's office, nor for conveyances, agreements, leases, or mechanic's liens not filed for record at the date hereof, nor for the rights of parties in possession not shown of record, nor for pending suits or judgments in any court other than the Common Pleas Court of Stark County, Ohio.

\*\*\*\*\*

I HEREBY CERTIFY that the foregoing CONTINUATION, consisting of Sections 46 to 53 inclusive, was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises, as shown by the General Indexes in the several County offices in and for Stark County, Ohio, from and including October 10, 1972, at 9:00 A.M. to the date hereof.

Canton, Ohio  
June 27, 1977  
8:00 a.m.

JANSON, SMITH, DAVIS & BIXLER

By Frank E. Lough  
Attorney at Law

*Recertified. No changes except  
as noted in divorce, now dissolution, proceedings.  
July 18, 1977 at 8:00 AM. Atty F E Lough*

Plain Township Historical Society

SEPARATION AGREEMENT

THIS AGREEMENT made between HAROLD R. NELSON, of Stark County, Ohio, herein called the Husband, and CAROL A. NELSON of Stark County, Ohio, herein called the Wife.

The parties were married on the 3rd day of December, 1955, in Akron, Summit County, Ohio, and four (4) children were born of the marriage, to-wit; Patty Nelson Culler (adult), Linda Nelson (adult), Edward Nelson (16 years of age) and Donald Nelson (10 years of age). By reason of unfortunate differences, the parties have heretofore separated, and are now living separate and apart. It is their intention to live separate and apart for the remainder of their lives and they desire to settle all matters between them relating to property rights, alimony and liability for support and maintenance.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties agree:

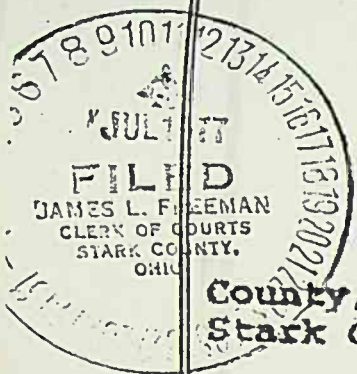
- (1) The parties shall continue to live separate and apart for the remainder of their lives and each shall be free from interference, authority and control, direct or indirect, by the other as though each were unmarried. Each may reside at such place or places as he or she may select.
- (2) Neither party shall interfere with the rights, privileges or actions of the other and each party shall be at liberty to act and do as he or she may see fit.
- (3) The parties acknowledge that they have heretofore divided between them all their real and personal property to their mutual satisfaction. The parties acknowledge that the list that follows embodies said division of real and personal property, which list the parties expressly approve.
- (4) The Husband presently owns two (2) parcels of real property (herein called the "home"), located at 3044 and 3064 Diamond, N.E., North Canton, Ohio 44721, and more fully described as follows:

TRACT NO. 1: Situated in the Township of Plain, County of Stark and State of Ohio.

Known as and being part of the southwest Quarter of Section 1, Township 11 (Plain), Range 8, Stark County, Ohio, bounded and described as follows:

Beginning the description for the same at an iron pin on the north line of said Quarter 328.2 feet, S 85°30' E from the northwest corner of said Quarter; thence S 95°30' E along the Quarter line 165.0 feet; thence S 8°25' W, 547.0 feet more or less to a point on the middle line of the Middle Branch of Nimishillon

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Creek; thence Northwestward, along the middle line of said Creek 167.7 feet; thence N 8°25' E, 517.0 feet more or less, to the place of beginning, and containing 2.0 acres, be the same more or less but subject to all legal highways.

TRACT NO. 2: Situated in the Township of Plain, County of Stark and State of Ohio:

Known as and being a part of the southwest Quarter of Section 1, Township 11 (Plain), Range 8, Stark County, Ohio, described as follows:

Beginning for the same at a post situated N 89-1/2° E 2 chains and 49 links from the half mile corner between Sections 1 and 2; thence East on the half section line 2 chains and 53 links; thence S 6° W 7 chains and 52 links; thence along the creek N 73-1/4° W 2 chains and 56 links; thence N 6° E 6 chains and 31 links to the place of beginning, containing 1.75 acres of land, more or less.

The home was formerly occupied by the parties and is presently occupied by the Husband and minor children. The following disposition shall be made of the home:

- (a) The Husband shall retain possession of the home until its sale as hereinafter provided and the relinquishment of possession to the purchasers. No rent shall be paid by the Husband during this period.
- (b) The home is presently listed with DeHoff Realtors. The parties shall continue to take steps to sell the home on the best terms available. The parties shall agree on the sale price; but in the event that the parties cannot agree on the sale price, an appraiser, mutually agreed upon by the parties' attorneys, shall appraise the said real property, and one of the contracts providing for a purchase price equal to or in excess of that appraisal shall be selected by the parties. In the event there are no such contracts and either of the parties refuses the highest offer, the listing shall continue with a licensed broker until sold at that appraised value. In the event the real property remains unsold at the end of six (6) months, a new appraisal may be requested by either party with the same guidelines of selection of appraiser to apply. Any pending or new contract which has a sales price equal to or more than

that revised appraisal shall be accepted by the parties. If no such contract is received within nine (9) months of this agreement, the parties shall submit the same to a non-partisan arbitrator to be selected by a judge or referee of Stark County Family Court for disposition.

- (c) Any repairs to be made to the home will be upon mutual agreement of the parties and the cost thereof shall be deducted from the sale price.
- (d) Pending the sale of the home, the Husband shall pay all taxes and insurance premiums on the real estate; such charges shall be offset against the purchase price of the home.
- (e) Upon the sale of the home, there shall be deducted from the gross selling price:
- (1) any repairs, taxes and insurance expenses as provided above;
  - (2) brokerage commissions;
  - (3) title work and legal fees concerning the sale;
  - (4) conveyance fee;
  - (5) any points, charges, fees, termite inspection or survey inspections required by purchaser's lender or by purchaser;
  - (6) proration of taxes, assessments, utilities or other normal charges;
  - (7) any liens caused jointly by the parties or made to preserve the value of the real estate; and
  - (8) any other closing costs ordinarily charged the seller in Stark County, Ohio.

The balance of the purchase price remaining will be divided as follows: forty-seven percent (47%) to the Husband and fifty-three percent (53%) to the Wife.

- (5) Each party shall retain the personal property now in their respective possession.

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Y

Plain Township Historical Society

(6) The Husband shall retain all interests in and to his life insurance policies, his company savings account, credit union account and checking and savings accounts, all of the parties' stocks, all of the parties' savings bonds and the Husband's pension plan proceeds. The Wife hereby agrees to execute any document necessary to transfer ownership of these items to the Husband.

(7) The Husband shall retain ownership and possession to the 1968 Chrysler automobile, the 1967 Valiant automobile, the 1973 Honda 350 motorcycle and the 1968 Winnebago trailer.

(8) The Husband shall transfer the title and ownership of the 1971 Buick station wagon automobile to the Wife.

(9) The Husband shall pay the following mutual debts of the parties:

(a) Canton East Ohio Gas Credit Union--\$418;

(b) BankAmericard--\$662; and

(c) Dr. Osborne--\$160.

All other debts are debts incurred by an individual party and those debts shall be paid by the party incurring the debt.

(10) The Husband is to receive custody of the parties' minor children; namely, Edward Nelson and Donald Nelson, subject to the Wife's right of reasonable visitation.

(11) In full and final settlement and satisfaction of any and all claims and rights of the Wife for support, alimony, maintenance and otherwise, the Husband agrees to pay to the Wife the sum of One Hundred and No/100 Dollars (\$100.00) per month, payable in installments of Fifty and No/100 Dollars (\$50.00) on the 1st and 15th of each month, commencing June 1, 1977, and continuing thereafter in monthly installments until the closing of the real estate sale referred to herein. The said alimony payments shall terminate as of the date of the closing. All alimony due or paid shall be prorated to the day of closing and either be paid by or refunded to the Husband as the case may be.

(12) Wife hereby acknowledges that William H. Georges and Samuel J. Georges, with offices at 907 Central Trust Tower, Canton, Ohio 44702, have represented her and rendered legal services to her in connection with the settlement of the marital affairs of the parties and the execution of this agreement. She hereby undertakes to pay the compensation of her counsel, and to hold Husband in all respects harmless therefrom.

The Husband shall pay the court costs for any dissolution of marriage filed by either party.

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Y

- C  
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Y
- (13) The Wife acknowledges that the provisions herein made are fair and adequate considering the relative assets and income of the parties and that they are satisfactory to her. Accordingly, she accepts the same in lieu of, and in full and final settlement and satisfaction of, any and all claims and rights she may now or hereafter have against the Husband for her support and maintenance and otherwise.
- (14) The parties mutually release each other from any and all claims and demands, except as otherwise provided herein.
- (15) In consideration of the premises, each party hereto does hereby release and discharge the other from all obligations of past, present and future support, division of property and from all other claims, rights and duties arising or growing out of said marital relation; and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property by gift, deed, or last will and testament, and each party is by these presents hereby barred from, and does hereby release and relinquish to the other, and to the heirs, executors, administrators, devisees, legatees and assigns of the other, any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for twelve (12) months' support, right to remain in the mansion house, and all rights or claims as widow, widower, heir, distributee, survivor, or next of kin, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal and whether now owned or hereafter to be acquired, by virtue of said marriage.
- (16) In any action for divorce or dissolution of marriage brought in any jurisdiction at any time hereafter by either party against the other, the Wife shall not make or assert against the Husband any claims or demands for support and maintenance, alimony, counsel fees or court costs except as herein specifically provided. This agreement shall be offered in evidence in any such suit with the request that the Court recognize the agreement with respect to such matters, that it specifically approve and adopt the agreement and that it be incorporated by reference into the decree granting the divorce or dissolution of marriage. Nevertheless, this agreement shall not be merged into such decree, but shall survive the same and shall be forever binding and conclusive upon the parties hereto.
- (17) The parties acknowledge that they are entering into this agreement freely and voluntarily; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that they have sought and obtained legal advice independently of each other, that they have been duly apprised of their respective legal rights and that they clearly understand and assent to all the provisions hereof.

(18) This agreement contains the entire understanding of the parties. There are no representations or promises other than those expressly set forth herein.

(19) Each party agrees to execute such documents as are necessary to carry into full force and effect this agreement, whether required at the time of the execution hereof or in the future, and failing so to do, any court of record may, upon the application of either of the parties hereto, order the execution thereof in such manner as the said court may deem just and proper.

IN WITNESS WHEREOF, the parties have set their hands to five (5) copies hereof, each of which shall constitute an original as of the 5<sup>TH</sup> day of ~~June~~, 1977.

JULY

Signed and acknowledged in the presence of:

Diane M Willaman  
As to Husband

Harold R Nelson  
Harold R. Nelson

Mary F. Davis  
As to Husband

Samuel Georges  
As to Wife

Judy Rosier  
As to Wife

Carol A. Nelson  
Carol A. Nelson

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Harold R. Nelson, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 5<sup>th</sup> day of July, 1977.

Diane M Willaman  
Notary Public

DIANE M. WILLAMAN

Notary Public, Stark County, Ohio

My Commission Expires May 15, 1982

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Carol A. Nelson, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 7 day of July 77

SAMUEL J. GEORGES, Atty. At Law  
Notary Public, State of Ohio  
My Commission is continuous  
Under Section 147.03 R C

Samuel Georges  
Notary Public

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SHORT FORM CONTINUATION

Continuation to the foregoing Abstract of Title to Parts of the Southwest Quarter of Section 1, Plain Township, Stark County, Ohio, showing all changes affecting the title to said premises since and including July 18, 1977.

No. 1

Harold R. Nelson, and  
Carol A. Nelson,  
Husband & Wife  
to  
James E. Reikowski, and  
Josephine E. Reikowski,  
Husband & Wife

Warranty Deed  
Dated: July 19, 1977  
Ack'd: July 19, 1977  
Filed: July 20, 1977  
at 3:25 p.m.  
Volume 3991, Page 41

Situated in the Township of Plain, County of Stark and State of Ohio:

TRACT I: Part of the Southwest Quarter of Section No. 1, Township No. 11, (Plain) Range No. 8, Stark County, Ohio, bounded and described as follows: Beginning the description for the same at an iron pin on the North line of said Quarter 328.2 feet, S85°30'E from the Northwest corner of said Quarter; thence S85°30'E along the Quarter line 165.0 feet, thence S8°25'W, 547.0 feet more or less to a point on the middle line of the Middle Branch of Nimishillen Creek; thence Northwestward, along the middle line of said Creek 167.7 feet; thence N8°25'E 517.0 feet more or less, to the place of beginning, and containing 2.0 acres, be the same more or less, but subject to all legal highways.

TRACT II: Known as and being a part of the Southwest Quarter of Section Number One (1), Township Number Eleven (11) (Plain), Range Number Eight (8), Stark County, Ohio, described as follows: Beginning for the same at a post situated North 89-1/2 degrees East 2 chains and 49 links from the half mile corner between Sections Number One (1) and Number Two (2); thence East on the half section line 2 chains and 53 links; thence South 6 degrees West 7 chains and 52 links; thence along the creek North 73-1/4 degrees West 2 chains and 56 links; thence North 6 degrees East 6 chains and 31 links to the place of beginning, containing One and Seventy-five Hundredths (1.75) acres of land, more or less.

This conveyance is made subject to a right-of-way and easement granted to The Ohio Power Company on November 20, 1962, recorded in Volume 2902, page 477 of the Deed Records of Stark County, Ohio, to which reference is hereby made.

No. 2

James E. Reikowski, and  
Josephine E. Reikowski,  
Husband & Wife  
to  
The Harter Bank & Trust Company  
Canton, Ohio

Open End Mortgage: \$40,000.00  
Dated: July 19, 1977  
Ack'd: July 19, 1977  
Filed: July 20, 1977  
at 3:26 p.m.  
Volume 4025, Page 625

Mortgage secures the premises abstracted and is given to secure a promissory note of even date in the principal sum of \$40,000.00, payable July 1, 2007.

I hereby certify that the above Short Form Continuation shows the only matters which have been filed or left for record affecting the title to said premises as shown by the General Indices in the several County Offices in and for Stark County, Ohio, and that such search includes deeds, land contracts, mortgages, financing statements, security interest liens, leases, mechanic's liens, personal tax liens, federal tax liens, Division of Aid for the Aged liens, recognizance bond liens, unemployment compensation liens, Workmen's Compensation liens, judgments, pending suits, foreign executions, taxes, assessments, and also all estates and other matters in the Probate Court of said County, since and including July 18, 1977.

CANTON, OHIO  
July 21, 1977  
8:30 a.m.

By

J. E. Van Buren  
Attorney at Law

Plain Township Historical Society