

From Libby Davis

Property of
Plain Township
Historical Society

ABSTRACT OF TITLE

TO

Lot Number 71 in Winchester
Hills Allotment No. 2, Plain
Township, Stark County,
Ohio.

Plain Township Historical Society

BOGGINS, CENTRONE
ZIELASKO, SCHANDEL, WIRTZ AND GREEN
ATTORNEYS AT LAW
1005 CENTRAL TRUST TOWER
CANTON, OHIO 44702

4419

3919

628

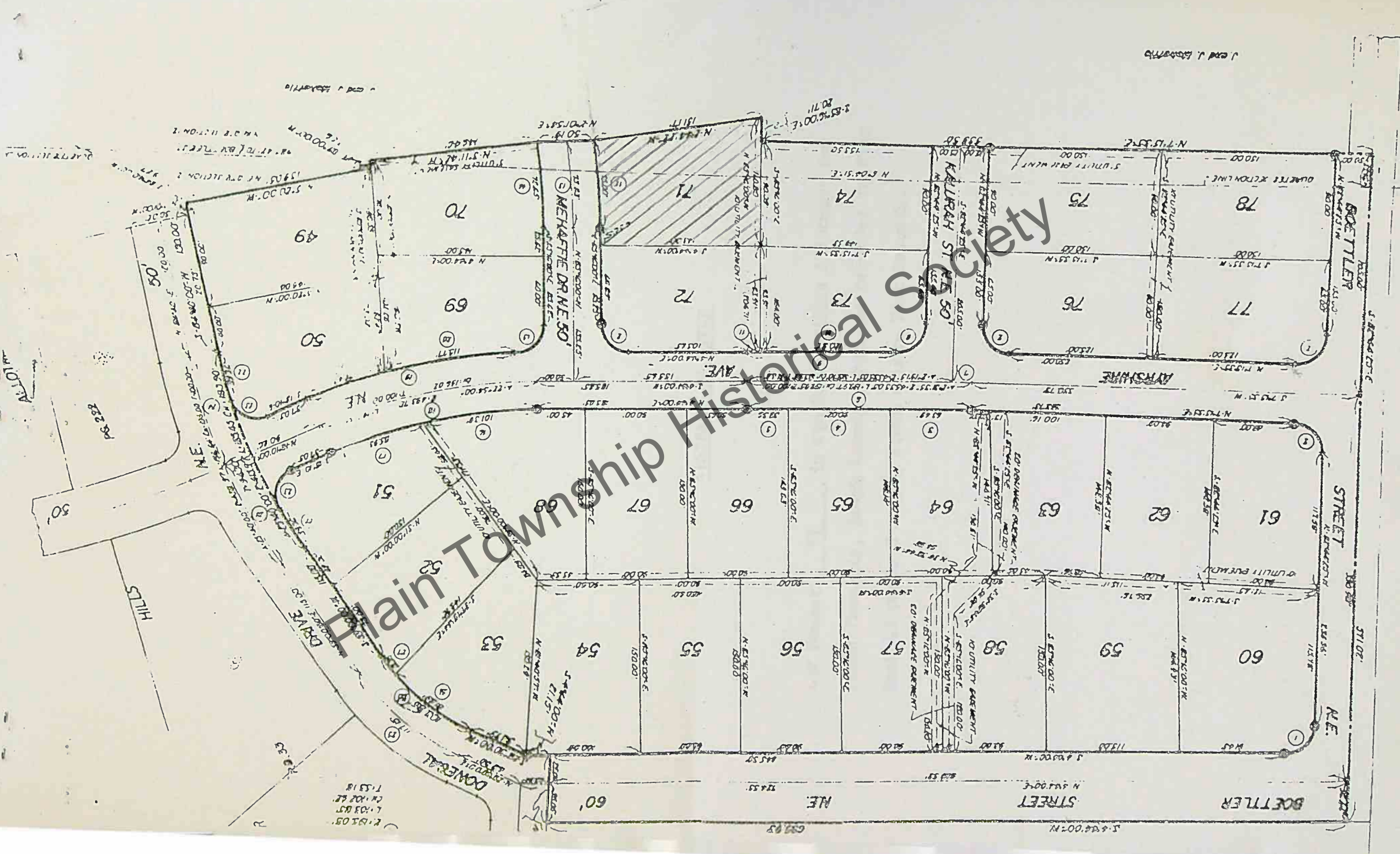
7-1-76

Covered lot 72 m.

Manchester hills No 2

No ~~plate~~ Mtg was recorded
or recorded

Plain Township Historical Society



1. 0.15.03
2. 1.03.05
3. 1.02.02
4. 1.53.18

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MEHAFFIE DR NE 50'

KELLER ST NE 50'

STREET

BOETTLER

N.E.

STREET

BOETTLER

1. 0.15.03
2. 1.03.05
3. 1.02.02
4. 1.53.18

ABSTRACT OF TITLE

TO

Lot Number 71 in Winchester Hills Allotment No. 2,
Plain Township, Stark County, Ohio, as recorded in Plat
Book 43 pages 8 and 9, Stark County Plat Records.

Plain Township Historical Society

No. 2.

James Madison
President of U. S.
to
Peter Wise

Patent
Dated - Nov. 6, 1815
Recorded - Vol. L, page 142

Conveys the Northwest Quarter of Section 12, of Township 11, in Range 8 of lands to be sold at Steubenville of the territory west of the Ohio and above the mouth of the Kentucky River.

No. 3.

WILL OF PETER WISE:-

Recorded - Vol. A, page 39
Will Record

ITEM FIFTH:-

I give and devise to my two sons, Adam and Abraham Wise, each an equal share of the following property, as follows:- the north east quarter of Section #11, Township #11 of Range #8, also one hundred acres of land off the South east Quarter of Section #2, Township and Range. Last aforesaid, and adjoining the North side of the North side of the North east Quarter aforesaid also the North west Quarter of Section #12, in Township #11, Range #8, with all the buildings, mills, carding machines, which are on the premises last aforesaid with all tools and apparatus thereunto belonging, also all my farming utensils, such as one wagon, ploughs, log chains, also two horse beast and horse gears belonging to the same.

NOTE:-

Peter Wise, in the other items of his Will makes various other bequests to his numerous children and heirs, and provides that Adam and Abraham are to pay \$4,000.00 to the estate, \$1,000.00 of which is to be held till the death of their mother, who is to receive the interest on same. The other \$3,000.00 is to be paid in eight annual installments to his executors, Anthony Housel and John Hoover, named in his Will.

The above will was duly signed and witnessed and was admitted to probate by the proper authorities in Stark County, Ohio.

No. 4.

ESTATE OF PETER WISE

No. 1110 S.

Recorded - Vol. A, page 58
Adm. Record
Jan. 19, 1822 - Letters Testamentary to A. Housel and John Hoover.

No. 4. (cont)

March 11, 1822 - Inventory and Acct
of Sales filed.
April 17, 1822 - Schedule filed.
Nov. 26, 1822 - Inventory of Arti-
cles bequeathed
filed.
Nov. 7, 1828 - Partial Account
Passed. Final Ac-
count filed.
No date.

No. 5.

Adam Wise
to
Abraham Wise

Article of Agreement
Dated - Jan. 31, 1822
Rec. - Dec. 7, 1831
Recorded - Vol. I, page 617

The above was an agreement between the two sons and heirs of Peter Wise by which Adam agrees to relinquish all claim to said Northwest Quarter of Section #12, Township #11, Range #8, which was left to them jointly by their father.

No. 6.

Abraham Wise
and
Mary Wise,
His wife
to
Adam Wise

Quit Claim Deed
S. & A. - June 12, 1832
Rec. - July 9, 1833
Vol. "K", page 424

Conveys said North west Quarter of Section #12, Township #11 Range #8, Stark County, Ohio.

No. 7.

Adam Wise
and
Phebe J. Wise
his wife
to
Hiram R. Wise

Warranty Deed
S. & A. - Dec. 23, 1849
R.F.P. - Aug. 14, 1851
Rec. - Aug. 20, 1851
Vol. 46, page 443

Situated in the northwest quarter of Section #12, Township #11, Range #8, except about $7\frac{1}{2}$ acres in the North east corner thereof, which was excepted in the deed to me from my brother, Abraham; excepting also about 34 acres in the South westerly part of said quarter section, and excepting as follows:

No. 7.

Beginning at the South west corner of said quarter, thence East 24 chains, 60 links along the quarter line; thence, North 13 chains, 82 links; thence, West 24 chains, 60 links, to the West line of the quarter, and thence, 13 chains, 82 links, to place of beginning.

No. 8.

James Madison,
President of U. S.
to
David Ebie

Patent
Dated - May 3, 1814
Referred to in deed recorded
Vol. "H", page 255,
Vol. "D", page 50, and
Vol. "D", page 51

Conveyed the North east Quarter of Section #12, Township #11 Range #8.

NOTE:- Original patent not recorded in Stark County, Ohio.

No. 9.

David Ebie
and
Catherine Ebie
his wife
to
Joseph Ebie

Warranty Deed
S. & A. - Nov. 18, 1818
Rec. - 1818
Vol. "D", page 50

Conveys the west half of the North east Quarter of Section #12, Township #11, Range #8.

No. 10.

Joseph Ebie
and
Peggy Ebie
his wife
to
John Gayman

Warranty Deed
S. & A. - May 2, 1829
Rec. - May 29, 1829
Vol. "H", page 255

Situated in the County of Stark, being the West one-half and containing 61 acres of the North east Quarter of Section #12, in Township #11, of Range #8.

No. 11.

John Gayman
and
Frances Gayman
his wife
to
George Sanders

Warranty Deed
S. & A. - October 9, 1837
Rec. - October 9, 1837
Vol. "S", page 215

Conveys said 61 acres located in the west half of said North east Quarter of Section #12, Township #11, Range #8.

No. 12.

George Sanders
and
Catherine Sanders
his Wife
to
Hiram R. Wise

Warranty Deed
S. & A. - April 1, 1857
Rec. - April 30, 1857
Vol. 67, page 387

Conveys the following described tract, situated in the Township of Plain in the County of Stark, and State of Ohio; being part of the West one half of the North east Quarter of Section #12, Township #11, Range #8, and beginning at the Southwest corner of said Quarter section; thence, North 120 perches and .5 perch; thence, East 81 perches; thence, South 120 perches and .5 perch; thence West 81 perches to the place of beginning containing 61 acres.

No. 13.

Hiram R. Wise
and
Rachel S. Wise
his Wife
to
Lewis W. Kamp

Warranty Deed
S. & A. - Sept. 1, 1864
Rec. - November 11, 1864
Vol. 86, page 94

Conveys the following described premises: Known as and being part of the North east Quarter of Section #12, Township #11, (Plain Township), Range #8, in Stark County, Ohio, and also to a part of the North west Quarter of Section #12, Township #11, Range #8, in said County described as follows:- Beginning in the south line of the North east Quarter of said Section #12, at the South west corner of Henry Krall's land; thence, running west on the South line of said Section one hundred and forty rods; thence north parallel with the Section line one hundred and twenty rods;

No. 13. (con't)

thence East parallel with the Section line one hundred and forty rods to the said Krall's land; thence south along the Krall's line to the place of beginning, containing one hundred and five acres of land more or less.

No. 14.

LEWIS W. KAMP'S WILL: Recorded Vol. "M", pages 12 and 13 of Will Records

ITEM SECOND:-

I give, devise and bequeath to my beloved wife, Christena Kamp one-third (1/3) of all my estate.

ITEM THIRD:-

I give to my daughter Mary Wilson, Three Hundred Dollars (\$300.00) out of my estate.

ITEM FOURTH:-

The balance of my estate is to be divided in equal shares between John H. Kamp and the heirs of Milton H. Kamp, Sarah Hersberger, Libby Rommel and William Kamp. It is my will that there shall be a Guardian appointed over my son, William Kamp.

ITEM FIFTH:-

I appoint John H. Kamp to be my executor.

The above Will was duly signed and witnessed and was admitted to probate by Henry A. Wise, Probate Judge.

No. 15.

ESTATE OF LEWIS W. KAMP

No. 4413

Recorded Vol "H", page 477
Adm. Records.

July 17, 1894 - Will Probated

July 17, 1894 - Will Recorded -

Vol. "M", page 13

July 17, 1894 - Widow elects to take under Will.

July 17, 1894 - Application filed.

July 17, 1894 - John H. Kamp, executor

July 17, 1894 - Bond \$2400.00 with sureties offered.

July 17, 1894 - Bond filed and approved

July 17, 1894 - Letters issued.

July 31, 1894 - Inventory and appraisement filed.

Nov. 7, 1894 - Additional bond \$5000.00 filed and approved.

Dec. 24, 1894 - Proof of Publication filed.

No. 15. (con't)

Jan. 16, 1896 - First Partial Account filed.
Mar. 4, 1898 - Final Account filed, Costs paid.

No. 16!

John H. Kamp, Executor of
Louis W. Kamp, Deceased
Plaintiff

IN PROBATE COURT OF
STARK COUNTY, OHIO

-vs-

Sarah Hershberger, Simon
Hershberger, her husband,
Elizabeth Rummell, Joseph
Rummell, her husband,
William Kamp, Christian
Kamp, aged 4 yrs. and
Leona Kamp, aged 2 yrs.
Minor children of Milton H.
Kamp, deceased, Mary Wilson,
and Christina Kamp, widow of
Louis W. Kamp, Deceased.
Defendants

Petition to Sell Real Estate
to pay debts

Civil Record
Vol. 0, page 340

Plaintiff says that claims have already been presented to him amounting to \$1342.00 against estate of deceased; that costs of administration will amount to \$400.00; that total value of personal estate of decedent is \$801.94, being wholly insufficient to pay said valid debts and costs; that it will be necessary to sell the Real Estate of deceased to pay said debts; (a description of said Real Estate is then set forth, being same description of 105 acres given at Section 13 of this Abstract, located in North half of Section #12, Township #11, Range #8, Stark County, Ohio.)

Plaintiff says that the Will of deceased required that his debts be paid and that the remainder of proceeds be distributed as set forth therein.

THEREFORE, said plaintiff prays that he be authorized to sell said premises for the payment of debts of decedent and that he may be ordered to distribute the balance of the money arising therefrom according to law and said will of deceased.

Defendants were all served personally or by publication of Legal Notice.

Proof of said publication was filed and approved on Nov. 7, 1894.

On Nov. 7, 1894, Hearing had and order of sale granted and appraisement returned Nov. 9, 1894. Said property appraised at \$6000.00. Said property duly advertised in Stark County Democrat, to be sold on premises at one o'clock P. M., Dec. 22, 1894, at public auction. Said sale being held at the time and place so advertised. Christena Kamp bid to pay \$6200.00, which was more than the appraised value thereof, and she being the highest and best bidder, said premises was sold to her.

No. 16. (con't)

Dec. 24, 1894, said sale was confirmed by the court and deed was ordered. (See Civil Record, Vol. "10", page 345). Said executor to pay debts and distribute balance of proceeds as follows:-

- FIRST:- The costs of these proceedings including attorney fees and Administration's fee.
SECOND:- The taxes on said Real Estate.
THIRD:- The payment of all debts against said estate.
FOURTH:- It is ordered that the proceeds be distributed by said Executor according to law and provisions of said Will of decedent.

Attest: Henry A. Wise
Probate Judge

No. 17.

John H. Kamp
Executor of Lewis W. Kamp
to
Christena Kamp

Executor's Deed
S. & A. - Dec. 24, 1894
Rec. - Dec. 24, 1894
Vol. 319, page 309

Conveys said farm of 105 acres, as described in Section 13.
NOTE:- The above sale was made by authority of Probate Court of Stark County, Ohio. (See proceeding reported above.)

No. 18.

Christena Kamp, a widow
to
John H. Kamp

Warranty Deed
S. & A. - April 13, 1895
Rec. - April 13, 1895
Vol. 320, page 528

Conveys an undivided half interest in and to part of the North half of Section 12, Township #11, (Plain), Range #8, Stark County, Ohio, described as follows: Beginning in the South line of the North East quarter of said Section #12 at the South West corner of Henry Krall's land; thence West on the North line of said North half of said section, 140 rods; thence North, parallel with the section line, 120 rods; thence East, parallel with the section line 140 rods to said Krall's land; thence South, along Krall's line to the place of beginning, containing 105 acres of land more or less.

ABSTRACTER'S NOTE:- In the first call in the description, the word "North" was incorrectly used instead of South. The description was later corrected and deed refiled as in Section 19, below.

No. 19.

Christena Kamp, a widow
to
John H. Kamp

Warranty Deed
S. & A. - April 13, 1895
Rec. - April 2, 1917
Vol. 619, page 32
(Re-recorded)

This is the same deed as at Section 18. The word "North" in the first call is corrected to read "South line of said North half".

No. 20.

Christena Kamp, a widow
to
John H. Kamp
and
Mary A. Kamp
Husband and Wife

Quit Claim Deed
S. & A. - April 2, 1917
Rec. - April 2, 1917
Vol. 619, page 31

Quits claim to an undivided one-half of part of the North half of Section 12, Township #11 (Plain), Range #8, Stark County, Ohio, described as follows: (Description is the same as at Section 13, except as to the first call after the point of beginning which here correctly reads "Thence running west on the South line of said North half of said Section 140 rods".)

No. 21.

John H. Kamp,
and
Mary A. Kamp
his wife
to
Levi Nimon

Warranty Deed
S. & A. - April 1, 1919
Rec. - April 1, 1919
Vol. 646, page 456

Conveys 105 acres in the North half of Section 12, Township 11 (Plain) Range #8, Stark County, Ohio, described same as at Section 13, except as to the first course which is here correctly stated as "The South line of said North half."

"The Grantors are taking a mortgage of the above described premises for \$2000.00 from said Grantee.

"This Notation is made for the express purpose of determining the amount of revenue stamps to be put on."

No. 22.

Levi Nimon
and
Lena Nimon
Husband and Wife
to
Harry Forrer and
Edith Forrer

Warranty Deed
Dated - July 27, 1944
Rec. for Rec. - September 28, 1944
Vol. 1470, page 16

No. 22; (con't)

Conveys the 105 acre tract described at Section 18, but with the correction heretofore noted.

"Said place of beginning for the tract hereby conveyed being the South West corner of a tract of 81 acres, described in Affidavit for Transfer of Real Estate recorded in Vol. 1125, page 18, Stark County Deed Records.

"Excepting an oil and gas lease to The East Ohio Gas Company which is hereby assigned to Grantees."

No. 23.

Harry Forrer
and
Edith Forrer,
Husband and Wife
to
Moses M. Troyer
and
Amy Troyer

General Warranty Deed
S. & A. - March 24, 1951
Rec. - Mar. 26, 1951 @ 11:55 A.M.
Vol. 1966, page 597
Instrument No. 209314

Conveys the following described premises: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being a part of the north half of Section #12, Township #11, Range #8, Plain Township, Stark County, Ohio, beginning at a point at the south east corner of the Northeast Quarter of Section #12; thence westwardly along the south line of said Quarter a distance of 80 rods to a point on the south line of said Northeast Quarter and the true place of beginning for the tract hereby described; thence running westwardly on the south line of the said Northeast Quarter and along the south line of the Northwest Quarter of said Section a distance of 140 rods to a point on the south line of said Northwest Quarter of said Section; thence north parallel with the east line of said Section 120 rods; thence east parallel with the south line of said Northwest and Northeast Quarters a distance of 140 rods; thence south parallel with the east line of said Section a distance of 120 rods to the true place of beginning, containing 105 acres, more or less.

No. 24.

On January, 17, 1957, Moses M. Troyer and Amy Troyer, Husband and Wife, conveyed to Leon Coblentz and Esther Coblentz the 1 acre parcel out of the N. W. corner of the 105 acre tract, described as the exception at Section 25, below.

No. 25.

Moses M. Troyer
and
Amy Troyer
Husband and Wife
to
James L. Mehaffie
and
Janet E. Mehaffie

Warranty Deed
S. & A. - May 15, 1959
R.F.R. - May 22, 1959
Vol. 2624, page 596

Conveys the following described premises, situated in the Township of Plain, County of Stark, and State of Ohio; Known as and being part of the North half of Section 12, Township 11 (Plain), Range 8, Stark County, Ohio, beginning at the Southeast corner of the Northeast Quarter of Section 12; thence Westwardly along the South line of said Quarter a distance of 80 rods to a point on the South line of said Northeast Quarter and true place of beginning for the tract hereby described; thence running Westwardly on the South line of said Northeast Quarter and along the South line of the Northwest Quarter of said Section a distance of 140 rods to a point on the South line of said Northwest Quarter of said Section; thence North, parallel with the East line of said section, 120 rods; thence East and parallel with the South line of said Northwest and Northeast Quarters a distance of 140 rods; thence South, parallel with the East line of said Section, a distance of 120 rods to the true place of beginning, containing 105 acres, more or less.

EXCEPTING one (1) acre out of the extreme Northwest corner thereof described as follows: Part of the Northwest Quarter of Section 12, Plain Township 11, Range 8, Stark County, Ohio, bounded and described as follows: Beginning at a stone marking the Northwest corner of said Northwest Quarter; thence East on the Section line a distance of 1663.2 feet to a point on line; thence Southward and parallel to the North and South section line, a distance of 676.5 feet to a steel pin, set on the center line of County Road #T-191; marking the Northwest corner of the tract herein described and being the true place of beginning thereof; thence continuing South and parallel to the North-South section line a distance of 165 feet to a steel pin; thence East and parallel to the East-West section line, and also parallel to the Center line of said County Road, a distance of 264 feet to a steel pin; thence North and parallel to the North-South section line, a distance of 165 feet to a R. R. Spike in the center line of said Road #T-191; thence West on the center line of said Road, which is parallel to the said East-West section line a distance of 264 feet to the true place of beginning, containing 1.00 acre of land, more or less, including a strip of land 25 feet in width, all along the Northern side that is reserved for and dedicated to public use for highway purposes.

Subject, however, to an oil and gas lease heretofore granted to the East Ohio Gas Company as recorded in Vol. 95, page 43, the interest of the Grantors in said lease being hereby assigned to the Grantees; and subject to an easement heretofore granted to the East Ohio Gas Company for the purpose of laying pipeline as recorded in Volume 477 page 402; and subject to an easement heretofore granted to the Ohio Power Company as recorded in Volume 1119 page 163, all of said easement being recorded in the Stark County Recorder's Office.

NO. 26

James L. Mehaffie
Janet E. Mehaffie
Husband and Wife
to

James L. Mehaffie
Janet E. Mehaffie
Thomas Mehaffie,
Trustees of Mehaffie Trust

WD \$1.00 OVC
S&A 5/1/73
RFR 5/10/73 @ 10:01 P.M.
Rec. 5/11/73
Volume 3677 page 306
Re-recorded Volume 3713
Page 778

Conveys tracts which include premises abstracted.

Recites that initial trustees of Mehaffie Trust are James L. Mehaffie, Janet E. Mehaffie and Thomas Mehaffie.

Recites that a majority of trustees are authorized to plat, develop, sell, lease, mortgage or otherwise act with respect to all or any portion of premises conveyed.

Subject to mortgage to First Federal Savings & Loan Association, Canton, Ohio, Volume 3697 page 69, Stark County Mortgage Records, which grantee assumes and agrees to pay.

Re-recorded to properly list trustees.

NO. 27

Winchester Hills
Allotment #2

Plat
S&A 5/4/73
RFR 8/7/73
Rec. 8/7/73
Volume 43 page 8-9

Plat of part of premises described in Section 25 of this abstract and includes premises abstracted.

See photo of Plat attached to Abstract for lot measurements.

LIENS

No. 1.

John H. Kamp
and
Christena Kamp
to
The East Ohio Gas Co.

Right of Way
Dated - Aug. 6, 1908
Received - Jan. 18, 1909
Recorded - Vol. 477, page 432

Grants to said Gas Company the right to lay, maintain, operate and remove a pipe line for the transportation of gas, and erect maintain and operate a telegraph or telephone line if the same shall be found necessary, on over and through lands owned by grantors. Grantees to have right to lay additional lines by side of other lines upon the payment of consideration named.

Telegraph and telephone lines must run along the fences.

NOTE:- The above right of way was granted before Christena Kamp conveyed to John H. Kamp.

No. 2.

George Sanders
to
John Gayman

Mortgage of \$1000.00
Dated - October 9, 1837
Recorded - Vol. "S", pg.210
Cancelled

No. 3.

Lewis W. Kamp, and
Christianna Kamp
his wife
to
Hiram R. Wise

Mortgage of \$3250.00
Dated - Sept. 1, 1864
Recorded - Vol. 87, page 42
Cancelled.

No. 4.

Christena Kamp
a widow
to
John H. Kamp, Executor

Mortgage of \$4133.32
Dated - Dec. 24, 1894
Recorded - Vol. 318, page 370
Cancelled

No. 5 - A.

John H. Kamp
and
Christina Kamp
to
The East Ohio Gas Company

Easement
Dated - August 6, 1908
Rec. - January 18, 1909
Vol. 477, page 402

Easement and right of way for laying and maintaining a pipe line for transmission of gas over and through Grantor's land in Plain Township, Stark County, Ohio. Right also erect and operate a telegraph or telephone line across said lands if found necessary.

No. 5 - B.

John A. Kamp
and
Mary A. Kamp
to
J. C. Shanks of
Cleveland, Ohio

Oil and Gas Lease
Dated - Sept. 11, 1918
Rec. - December 23, 1918
Lease Rec. 19, page 560
Cancelled.

No. 6.

Lena Nimon
and
Levi Nimon
to
John H. Kamp
and
Mary A. Kamp

Mortgage of \$2000.00
Dated - April 1, 1919
Recorded - Vol. 664, page 142
Cancelled.

No. 7.

Levi Nimon
and
Lena Nimon
to
Brooks J. Johnston

Oil and Gas Lease
Dated - Sept. 18, 1929
P.F.R. - Sept. 20, 1929
Lease Record 41, page 285
Cancelled

No. 8.

Levi Nimon
and
Lena Nimon
to
The Ohio Power Company

Easement
Dated - Feb. 18, 1935
R.F.R. - March 8, 1935
Vol. 1119, page 168

Easement for power, telephone and telegraph pole lines
across the premises in question.

No. 9.

Harry Forrer,
and
Edith Forrer
Husband and Wife
to
Ira A. Forrer

Mortgage - \$8,000.00
Dated - Sept. 28, 1944
R.F.R. - Sept 28, 1944
Vol. 1462, page 116
Cancelled

No. 10.

Harry Forrer
and
Edith Forrer
Husband and Wife
to
The East Ohio Gas Co.

Oil and Gas Lease
Dated - May 24, 1949
R.F.R. - June 11, 1949
Lease Record - 95, page 43
Not Cancelled

Oil and gas lease on the premises in question.
Term - 10 years from September 18, 1949 @ \$105.00 annually.

No. 11.

Mary A. Young,
formerly Mary A. Kamp
to
Levi Nimon
and
Lena Nimon

Satisfaction of Mortgage
Dated - Jan. 23, 1951
R.F.R. - Jan. 24, 1951
Vol. Rel. 20, page 281
Serial Number - 205941

No. 11. (con't)

"This is to certify that the conditions of a certain mortgage bearing the date of April 1, 1919, given by Levi Nimon and Lena Nimon to John H. Kamp and Mary A. Kamp, to secure the payment of a \$2000.00 note, and recorded in Vol. 664, page 142 of the Stark County Records, have been fully complied with and the same is hereby satisfied and discharged.

Signed this 23rd day of January, 1951.

Mary A. Young,
formerly Mary A. Kamp."

No. 12.

Moses M. Troyer
and
Amy Troyer
Husband and Wife
to
Willis L. Badertscher
and
Laura M. Badertscher

Mortgage - \$8000.00
S. & A. - March 24, 1951
Rec. - Mar. 26, 1951, @ 11:56 A.M.
Vol. - 1918, page 75
Instrument No. - 209315
Cancelled.

No. 13.

State of Ohio
-vs-

Levy Troyer
and
Mose Troyer

Canton Municipal Court
Stark County Common Pleas
Court -
Court of Appeals
App. Doc. 210, page 95317

This case originated on a traffic charge. The Trial Court (Municipal) imposed a \$50.00 fine and costs. (each)
Case was appealed to Common Pleas Court. Trial Court sustained.
Court of Appeals sustained lower courts.
There remains the \$50.00 fine with unpaid Court costs of \$17.70.

No. 14.

Moses M. Troyer
and
Amy Troyer
Husband and Wife
to
The Federal Land
Bank of Louisville,
Louisville, Ky.

Mortgage - \$8000.00
Dated - Jan. 15, 1958
R.F.R. - Jan. 21, 1958
Rec. - Jan. 22, 1958
Vol. 2549, page 73
Cancelled.

No. 14. (A)

The following Affidavit is recorded in Miscellaneous Record Volume 2655, page 155, Stark County Recorder's Office:

Affidavit

Moses M. Troyer, being first duly sworn, deposes and says that he is 48 years of age, his birth date being October 27, 1909, and that his address is 3641 Boettler Road N. E., Canton, 5, Ohio, and that he is a farmer by occupation.

Affiant further states that he is not the same person as Mose B. Troyer, who appears as one of the defendants in Canton Municipal Court as shown at Item 13 above, and on Form 8, Arrest Record, Canton Police Department.

/s/ Moses M. Troyer

STATE OF OHIO)
) SS:
STARK COUNTY:)

Before me, the subscribed, a Notary Public in and for said County and State, personally appeared

MOSES M. TROYER

known to me to be the same person described and who executed the foregoing instrument and acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of January, 1958.

/s/ Ruby R. Rinehart,
Notary Public
in and for Stark County,
Ohio.

Com. Exp. June 5, 1958

No. 15

James L. Mehaffie
and
Janet E. Mehaffie
husband and wife
to
First Federal Savings
and Loan Association

Mtg. \$10,000.00
S&A 5/15/59
RFR 5/22/59
Volume 2647 page 229
CANCELLED

No. 16

James L. Mehaffie
and Janet E. Mehaffie
husband and wife
to
Moses M. Troyer and
Amy Troyer

Mtg. \$27,500.00
S&A 5/22/59
RFR 5/22/59
Volume 2647 page 235
CANCELLED.

No. 17

James L. Mehaffie
and
Janet E. Mehaffie
to
East Ohio Gas Company

Gas Lease
S&A 8/25/59
RFR 10/10/59
Rec. 10/13/59
Lease Record 119 page 620

Leases the premises abstracted herein for drilling of gas or oil and for storage of the same.

Said agreement provides as follows:

"It is a condition hereof that in the event the Lessor shall allot said property for the purpose of sale, it is agreed that should any purchaser of any subplot or property so allotted desire a release from the operation of this lease, Lessee will execute such a release upon receiving notice from Lessor of a bona fide sale of any subplot; it being understood and agreed, however, that this provision shall be null and void and of no effect if Lessee shall have commenced drilling on said subplot for oil or gas or shall have a producing oil or gas well, pipelines or other fixtures on said subplot; it is further agreed that no drilling for oil or gas shall be done on said premises, so released, during the life of this lease on the remaining acreage."

NO. 18

James L. Mehaffie and
Janet E. Mehaffie
Husband and Wife,
to
First Federal Savings
& Loan Association
of Canton

Mtg. \$25,000.00
S&A 8/9/60
RFR 8/12/60 @ 2:46 P
Rec. 8/15/60
Volume 2763 page 274
CANCELLED.

NO. 19

James L. Mehaffie
Janet E. Mehaffie
husband and wife
to
First Federal Savings
& Loan Association
of Canton

Mtg. \$204,000.00
S&A 3/2/73
RFR 3/2/73 @ 3:17 P.M.
Rec. 3/5/73
Volume 3697 page 69

Mortgage covering tracts which include premises abstracted

NO. 20

James L. Mehaffie
Janet E. Mehaffie
Husband and Wife,
and Thomas Mehaffie,
Trustees of Mehaffie Trust
to
First Federal Savings
& Loan Association
of Canton

Mtg. \$24,000.00
S&A 3/12/74
RFR 3/13/74 @ 2:48 P.M.
Rec. 3/14/74
Volume 3771 page 242

Mortgage covering premises abstracted except Lots 51 and
52 in Winchester Hills Allotment No. 2 in principal amount of
\$24,000.00.

Plain Township Historical Society

NO. 21

James L. Mehaffie
Janet E. Mehaffie,
Husband and Wife;
Thomas Mehaffie,
unmarried,
Trustees of The
Mehaffie Trust
to
First Federal Savings
and Loan Association
of Canton

Mtg. \$29,000.00
S&A 10/24/74
RFR 10/25/74 @ 3:50 P.
Rec. 10/28/74
Volume 3813 page 420

Mortgage covering premises abstracted except Lots 51 and 52 in Winchester Hills Allotment No. 2 in principal amount of \$29,000.00.

NO. 22

James L. Mehaffie, Trustee
Janet E. Mehaffie, Trustee
of
Mehaffie Trust
to
Ohio Bell Telephone Co.

Easement
S&A 6/19/74
RFR 6/27/74 @ 10:55 A.M.
Rec. 6/28/74
Volume 3798 page 471

NO. 23

other
There are no deeds or mortgages filed for record.

NO. 24

Taxes are paid and are \$48.40 per half year less tax reduction of \$12.36, less 10% rollback of \$3.60, for a net per half year of \$32.44. Parcel # 52-11989.

NO. 25

There are no leases or mechanic's liens.

NO. 26

I have made no search for street, sewer, liquor, nor other special assessments, nor for the rights of the parties in possession.

NO. 27

There are no pending suits, judgments, or foreign executions which may be a living lien on the above described premises or any proceedings in the Probate Court.

NO. 28


There are no recognizance lien bonds, Federal Tax Liens, unemployment tax liens, or personal property tax liens filed for record in Stark County, Ohio.

NO. 29

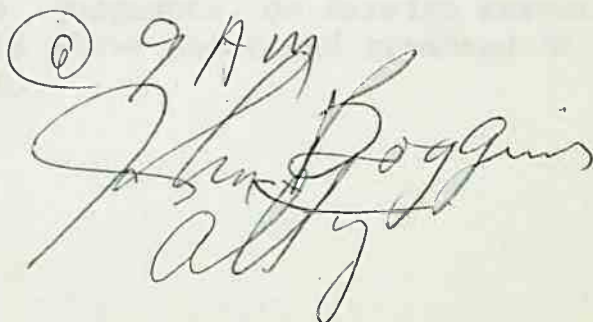
There are no Uniform Commercial Code Liens as shown by the Stark County Mortgage Records.

-----*-----

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 said premises as shown by the general indexes in the several County Offices in and for said County.


John F. Boggins, Attorney at Law

Re-dated 8/17/77

© 9 AM

Atty

Canton, Ohio
June 10, 1976
at 9:00 A.M.

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

NO. 30

James L. Mehaffie
Janet E. Mehaffie
Husband and Wife
to
M B Oil & Gas

Oil & Gas Lease
S&A 9/7/76
FFR 9/28/76 @ 9:10 A.M.
Rec. 6/28/76
Volume 188 page 16

Oil and Gas Lease covering lands in Section 12, Plain Township, bounded as follows:

on the north by lands of Boettler St. - Barnett
on the east by lands of Boettler St. - D. Greer
on the south by lands of Quarter Section line
on the west by land of J. Boettler et al - Barnett

Recites that location of any well, roadway and tank battery shall be mutually agreed between Lessor and Lessee. Re-recorded in Volume 191 page 131 and extended for two years by Volume 191 page 210.

NO. 31

There are no deeds or mortgages filed for record.

NO. 32

Taxes for the first half of 1977 are paid. Taxes are \$45.75 per half year less tax reduction of \$11.61, less 10% roll-back of \$3.41, for a net per half year of \$30.73. Parcel # 52-11989

NO. 33

There are no leases or mechanic's liens.

NO. 34

I have made no search for street, sewer, liquor, nor other special assessments, nor for the rights of the parties in possession.

NO. 35

There are no pending suits, judgments, or foreign executions which may be a living lien on the above described premises or any proceedings in the Probate Court.

NO. 36

There are no recognizance lien bonds, Federal Tax Liens, unemployment tax liens, or personal property tax liens filed for record in Stark County, Ohio.

NO. 37

There are no Uniform Commercial Code Liens as shown by the Stark County Mortgage Records.

I hereby certify that the foregoing CONTINUATION 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 since and including August 17, 1977, as shown by the general indexes in the several County Offices in and for Said County.


John F. Boggins, Attorney at Law

Canton, Ohio
April 3, 1978
at 9:00 A.M.

SHORT FORM CONTINUATION

NO. 38

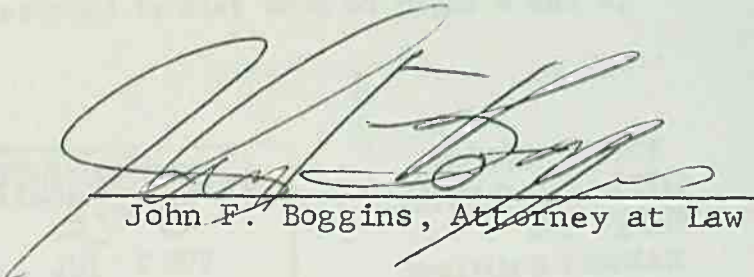
James L. Mehaffie,
Janet E. Mehaffie, and
Thomas A. Mehaffie,
Trustees of The Mehaffie Trust
to
William J. Davis and
Elizabeth Davis

Warranty Deed \$1.00 OVC
S&A 6/30/76
RFR 7/2/79 @ 4:16 P.M.
Rec. 7/3/79
Volume 4174 page 689

Conveys premises abstracted. See attached photocopy.

-----*

I hereby certify that the foregoing deed is the only instrument filed for record affecting the title to said premises since and including April 3, 1978, as shown by the general indexes in the several County Offices in and for Stark County.


John F. Boggins, Attorney at Law

Canton, Ohio
July 3, 1979
at 9:00 A.M.

RECEIVED FOR RECORD
 JUL 2 1979
 4:16 o'clock P M
 RECORDED JUL 3 1979
 In Stark County Records
 Vol. 4174 Page 689
 KENNETH E. MOTTIS
 Recorder Fee 9.00

18158

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT we, James L. Mehaffie, Janet E. Mehaffie, and Thomas A. Mehaffie, Trustees of The Mehaffie Trust, the grantor, who claims title by or through instrument recorded in Volume 3677 page 306, Stark County Recorder's Office, for the consideration of One Dollar and other valuable considerations (\$1.00 OVC), received to its full satisfaction of William J. Davis and Elizabeth Davis the Grantees, whose Tax Mailing Address will be 3526 Mehaffie Dr. N.E., North Canton, Ohio, 44721 do give, grant, bargain, sell and convey unto the said Grantees, their heirs and assigns, the following described premises situated in the Township of Plain, County of Stark, and State of Ohio: Known as and being Lot Number Seventy-One (#71) in Winchester Hills Allotment No. 2 as recorded in Plat Book 43 pages 8 and 9, Stark County Plat Records.

3993

Plain Township Historical Society

TRANSFERRED
 350
 JUL - 2 1979
 WILLIAM B. BOWMAN
 STARK COUNTY AUDITOR
 DEPUTY

IN COMPLIANCE WITH ORC 319.202
 JUL 2 1979
 WILLIAM B. BOWMAN
 STARK COUNTY AUDITOR
 7.20 FEE MIC DEPUTY

Subject to right-of-way of The East Ohio Gas Company as recorded in Volume 477 page 402 of Stark County Records, and also subject to certain Oil and Gas Lease to The East Ohio Gas Company as recorded in Volume 95 page 43 of the Stark County Lease Records. Also subject to a certain agreement with the East Ohio Gas Company recorded in Volume 119 page 620 of Stark County Records, and subject to an easement to the Ohio Power Company recorded in Volume 1119 page 168, Stark County Records.

48330

.07599

The Grantor hereby reserves the oil and gas underlying the surface of said tract and the Grantor further reserves for itself, its successors and assigns, all rents and royalties due or which will become due under the Oil and Gas Lease and Supplemental Agreement hereinbefore mentioned, but subject to a lease to The East Ohio Gas Company as recorded in Volume 119 page 620 of the Stark County Records.

Subject to the following covenants and restrictions:

1. The premises hereby conveyed shall be used for single family residences only except lots approved by the Grantor for duplexes, apartments, townhouses, condominiums, or commercial buildings; no commercial advertising sign or billboard shall be erected or maintained on said premises; no sign advertising any lot for sale except signs advertising Winchester Hills Allotment No. 2 shall be larger than ten (10) square feet.

2. No liquor, either malt, spirituous, vinous or fermented shall at any time hereinafter be manufactured, sold or disposed or traded in or on said premises.

3. No single residence shall be constructed of cement block or imitation stone, and buildings and residences shall be constructed only of wood or other acceptable building products and no one story residence shall be constructed which shall occupy less than 1092 square feet of usable ground floor area; exclusive of garage, basements, attics, porches, and steps.

No duplex residence shall be constructed of cement block or imitation stone; and building and residences shall be constructed only of at least 50% brick or stone and of wood or other acceptable building products and no duplex residence shall be constructed which shall occupy less than 1800 square feet of living area, exclusive of garages, basements, attics, and porches.

No multi-family residence shall be constructed without approval by the Grantor of floor plans, building products, and location.

No commercial or other type of building shall be constructed without approval by the Grantor of floor plans, building products, and location.

4. No turkeys, chickens, geese or ducks and no domestic animals except dogs and cats may be kept on said premises; no nuisances may be maintained or allowed on said premises.

5. No excavation for sand or gravel shall be made upon said premises.

6. No fence or railing unless it is a shrubbery hedge, shall be more than 36 inches in height in front of the front building line heretofore established.

7. After the excavation of any foundation, the surplus dirt, if any, shall be delivered and placed in this Allotment as instructed by the Grantor, its successors and assigns, and no dirt shall be removed from said Allotment without the express written consent of the Grantor herein, or its successors and assigns.

8. After any building has been erected on said premises the owner shall maintain a generally good appearance of said premises free from refuse and unsightly growth of any kind and shall keep said premises regularly mowed, including the easement over such lot reserved for public utilities or for other purposes and the land lying between the front lot line and the street improvement. Each property owner, prior to the erection of a residence, shall carefully mow the entire area of the lot at well spaced intervals not fewer than three times between May and October of each year and shall remove and burn all refuse.

9. The erection of any building on said premises must be completed within one (1) year from the beginning of building operations, unless prevented by war, public orders, litigation or other causes beyond the control of the Grantees.

10. Flat roofs shall be prohibited on all buildings and dwellings, and no garage or house shall be constructed which has a flat roof or roof of which the angle of the same is less than 20 degrees. Grantor retains authority to waive this restriction if the aesthetic character of the allotment, in its opinion, shall not be affected.

11. Said lot shall not be used for the occupancy of a house trailer even during temporary occupancy, nor any garage or basement house be used for occupancy, even temporary.

12. No vegetable garden shall be maintained on any lot, excepting when there is a dwelling located on said lot and said vegetable garden is maintained to the rear of said dwelling.

13. All foundations shall be of either brick or stone construction from ground surface to first floor level, and no foundation will be constructed with exposed cement block above the ground level.

14. No buildings may be erected or maintained on the property herein sold, for a period of fifty (50) years from and after May 4, 1973, until the plans, elevation, location, materials and lot grade thereof have been submitted to the Grantor and by it approved in writing, and a copy of said plans deposited with said Grantor; nor shall any change or alteration be made in the design of any buildings after the original construction thereof, nor material change in lot grade, during the said fifty (50) year period until approval thereof has been given in writing by the Grantor. The Grantor shall have the right to refuse approval of any building, elevation, grading or location plans which, after due consideration, the Grantor shall have determined to be unsuitable or undesirable and in making such determinations shall consider the suitability of the proposed building or other structure, of its elevation and lot grade, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the architectural design and the harmony thereof with the surroundings, and the aesthetic effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

15. Covenants and restrictions herein set forth pertaining to the building covenants and restrictions shall run with and bind the land hereinbefore described, and all subsequent owners and occupants thereof.

16. Any of the covenants and restrictions set forth herein may be changed with the written consent of Grantor until it no longer owns lots in this allotment and thereafter by the owner or owners of seventy-five (75%) per cent of the frontage of lots in Winchester Hills No. 2.

17. The word "Grantor" in these restrictions shall mean a majority of Trustees of Grantor or such Trustee or number of Trustees as shall be designated by a majority of trustees of Grantor. Such designation shall be in writing. The Trustees of Grantor initially are James L. Mehaffie, Janet E. Mehaffie and Thomas Mehaffie.

18. The word "Grantees" shall include both singular and plural.

be the same more or less, but subject to all legal highways.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever, and the said Grantor, does for itself and its successors and assigns, covenant with the said Grantees, their heirs and assigns, that at and until the unsealing of these presents, it was well seized of the above described premises as a good and indefeasible estate in fee simple and has good right to bargain and sell the same in manner and form as above written and that the same are free from all incumbrances whatsoever, except taxes and assessments of record which shall be pro-rated to the date of this instrument. Taxes and assessments of record hereafter shall be paid by grantees.

And that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever, except as noted above.

IN WITNESS WHEREOF, we have hereunto set our hands the
30th day of June, in the year of Our Lord, One
Thousand Nine Hundred and Seventy-Six.

Signed in presence of:

MEHAFFIE TRUST

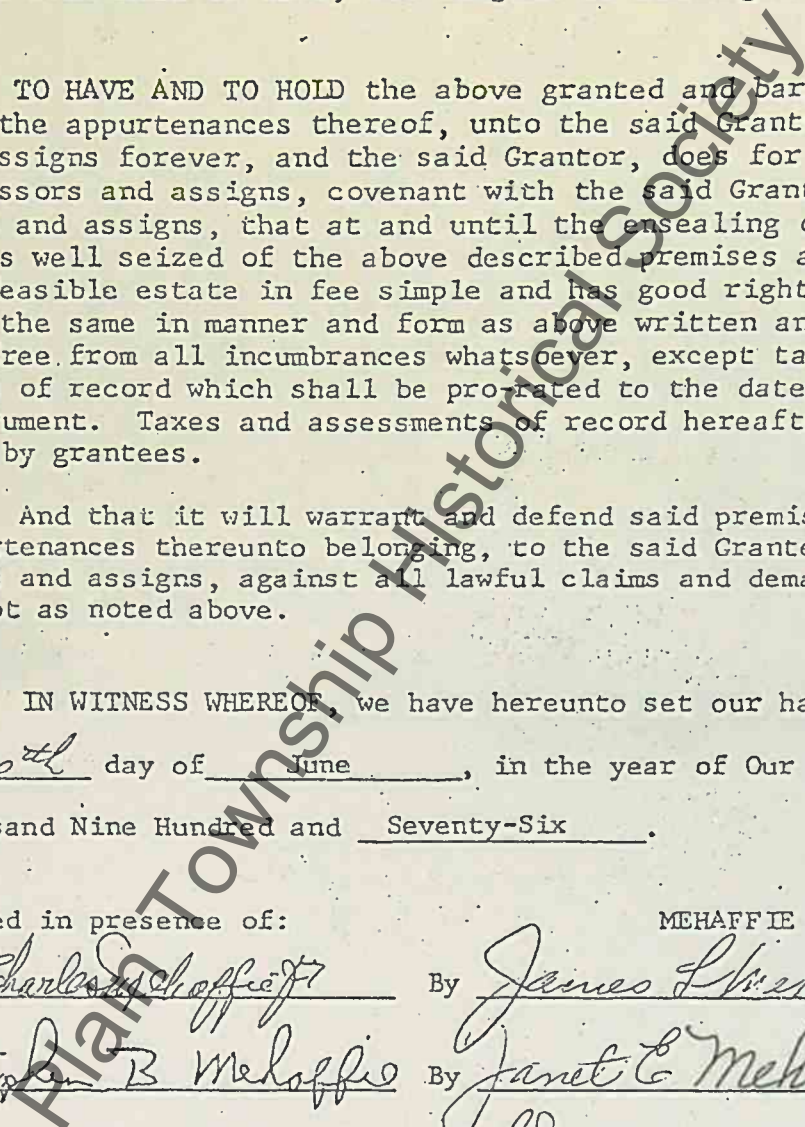
Charles Schaffie

By James L. Mehaffie, Trustee

Stephen B. Mehaffie

By Janet E. Mehaffie, Trustee

By Thomas C. Mehaffie, Trustee



STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named James L. Mehaffie, Janet E. Mehaffie, and Thomas A. Mehaffie, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of The Mehaffie Trust and their free act and deed as Trustees of said Mehaffie Trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 30 day of June, A.D., 1976.

ELMER C. MEHAFFIE, JR.
Notary Public, Stark County, Ohio
My Commission Expires Sept. 18, 1980

Elmer C. Mehaffie Jr
NOTARY PUBLIC

Plain Township Historical Society

Prepared by:
John F. Boggins, Attorney at Law
1005 First National Bank Bldg.
Canton, Ohio 44702
452-0671

29.70