

1

AN ABSTRACT OF THE TITLE to part of the South East Quarter of Section No. 22, Township No. 11, Range No. 8 (Plain Township) Stark County, Ohio, described as follows: Beginning for the same at a stone on the South West corner of said quarter Section; thence North four (4°) degrees forty five (45') minutes East along the quarter section line 5.81 1/2 chains; thence South eighty five (85°) degrees forty five (45') minutes East 8.53 chains; thence South four (4°) degrees forty five (45') minutes West 5.81 1/2 chains to a point on the section line; thence North eighty five (85) degrees forty five (45') minutes West along said section line 8.53 chains to the place of beginning and containing 4.96 acres.

No. 2

James Madison,
President of the
United States,
to
George Adam Rex.

Government Patent.

Dated June 4th, 1814.

Rec. Mch. 17th, 1890, Vol. 263, P. 364.

Stark County Recorder's Office.

Conveys the South East Quarter of Section 22, of Township 11 in Range 8 of the lands directed to be sold at Steubenville.

No. 3

George Adam Rex and

wife,

to

Joseph Spangler.

General Warranty Deed. \$770.00.

Signed and Ack'd. Apr. 9th, 1821.

Rec. Apr. 13th, 1821, Vol. "U", P. 317.

Two witnesses.

James Gaff, J. P.

Stark County, Ohio.

120 AC

Conveys part of the South East Quarter of Section Number 22, in Township Number 11, in Range Number 8 and is bounded as follows: Beginning at the North East corner of said quarter Section, and running with the originally surveyed lines of said quarter section and with the line of a tract of 40 acres in said quarter section, this day deeded by said Rex to George Essig to the beginning. The express meaning of this deed is to convey to said Spangler the residue and remainder of said quarter section after said 40 acres deeded to Essig as above mentioned are taken off said quarter. Saving and expressly reserving out of these grants all and all manner of rights that he the said Rex now has to keep a race for said Rex's Mill open and in good repair with full right to said Rex at all times to pass and repass for that purpose over and through said land hereby sold and conveyed, and also reserving to said Rex and to his heirs and assigns forever the right to keep a dam below said land hereby sold to the full height it now is without any objections ever to be made to the same by the said

... deed include the

NOTE: - Grantor's name written "George A. Rex" in body of deed and acknowledgement, but he signs as above.

No. 4

The description of the 40 acre tract referred to in above deed conveyed by George Adam Rex to George Essig is as follows: "Being part of the South East quarter of section No. 22 in Township No. 11 in Range No. 8 and is bounded as follows: Beginning at the North West corner of said quarter section; running thence South 80 perches; thence East 80 perches; thence North 80 perches; and thence West 80 perches to the place of beginning, containing 40 acres be the same more or less.

Vol. "U", P. 316,

Stark County Deed Records.

No. 5

Joseph Spangler's Estate.	1832, Aug. 6th,	John Lind and Jonas Spangler, Administrators.
	1832, Oct. 26th,	Inventory and schedule filed.
Admr. Doc. "A", P. 240, Stark County Probate Office.	1834, Aug. 1st,	Final account filed
	1834, Nov. 3d,	Final account passed.

No. 6

Mary and Harriet
Spangler's
Guardian.

1833, Nov. 4th, David Spangler,
Guardian.
No further record.

G'd'n. Doc. "A", P. 133,
Stark County Probate Office,
Journal "E", P. 273,
Stark County Clerk's Office.

No. 7

William and John
Spangler's
Guardian.

1833, Nov. 4th, Abraham Lind,
Guardian.
No further record.

G'd'n. Doc. "A", P. 133,
Stark County Probate Office.
Journal "E", P. 273,
Stark County Clerk's Office.

Plain Township Historical Society

No. 8

Mary Spangler and John Koontz were married May 5th, 1836.

Marriage Record "B", P. 13,
Stark County Probate Office.

No. 9

William A. Spangler, In Common Pleas Court,
vs. Partition.
John Koontz and 1838, Nov. 13th, Petition filed.
Mary Koontz, his wife, 1839, Mch. 25th, Leave to amend
John Spangler, petition.
Harriet Spangler, (minor) 1839, Mch. 25th, Amended petition
George Spangler, filed.
Catharine Spangler, 1839, June 24th, Guardian ad litem
Jane Spangler and appointed.
Elizabeth Spangler, 1839, June 24th, Partition ordered
1839, July 23d, Writ of Partition
issued.
1839, Sept. 9th, Report of Committee
approved and sale
ordered.
App. Doc. "J", P. 287, 1839, Sept. 27th, Order to sell is-
Rec. Vol. "P", P. 507, sued.
Stark County Clerk's Office. 1840, Apr. 20th, Sale approved.

7

PETITION: recites that the petitioner, William A. Spangler has a legal right to and is seized in fee simple by inheritance of one undivided seventh part of the following real estate situate in Stark County, (being the premises described at Section No.3 above); that ^①Mary Spangler now intermarried with John Koontz, of lawful age, and John ^②Spangler, Harriet ^③Spangler, George ^④Spangler, Catharine ^⑤Spangler and Jane ^⑥Spangler, minor heirs, all the males under the age of 21 and all the females under the age of 18 years of age, and all residing in Stark County and State of Ohio, are tenants in common with your petitioner in said premises and that Elizabeth Spangler of the County and State aforesaid, as widow of Joseph Spangler, lately deceased, is entitled to dower in the same premises.

Prays that partition of said lands may be made and one undivided seventh part thereof set off to your petitioner to be held in severalty and that the dower of the said Elizabeth widow as aforesaid be assigned therein or if the same cannot be done without manifest injury to the whole then such other proceedings may be had in the premises as are authorized by law.

SUMMONS: The record does not show how notice was served on defendants but the original papers show that all the defendants were served by publication of notice in The Ohio Repository a newspaper published at Canton in said County, for six consecutive weeks from and after the 18th day of April 1839.

GUARDIAN

AD LITEM: At the June Term 1839, D. A. Starkweather was appointed Guardian ad litem for John Spangler, Harriet Spangler, George Spangler, Catharine Spangler and Jane Spangler, minorheirs of Joseph Spangler, deceased, and filed his answer, admits due notice of the pendency thereof and asks the court to protect the rights of his said wards.

DOWER:

The Commissioners appointed to make partition assigned to said Elizabeth Spangler estate so much of said land as is contained within the following limits, to-wit: Commencing for the same at the South West corner of said quarter section and running North to the South West corner of said 40 acres sold to George Essig; thence East along the line of said 40 acres to the South East corner of said 40 acres; thence South 40 rods; thence East 20 rods; thence South to the Southern boundary of said quarter section; thence West along the Southern boundary line of said quarter to the place of beginning, and including the premises in question.

TOTAL
45 ACRES

Plain Township Historical Society

No. 10

Harriet Spangler and John Cowel were married December 16th 1838.

Marriage Record "B", P. 84,
Stark County Probate Office.

No. 11

Catharine M. Spangler and Daniel Wertenberger were married December 18th, 1845.

Marriage Record "B", P. 252,
Stark County Probate Office.

No. 12

Jane Spangler and Joseph Kimmell were married September 9th, 1847.

Marriage Record "B", P. 287,
Stark County Probate Office.

No. 13

George Spangler's
Estate.

1842, Dec. 31st, Peter Loutzenheiser
Administrator.

1842, Dec. 31st, Bond filed.

1842, Dec. 31st, Letters issued.

1843, ~~Feb.~~ ^{Mar.} 9th, Inventory and sale
list filed.

App. Doc. "B", P. 123,
Stark County Probate Office.

1847, Sept. 24th, Final account
filed.

NOTE: - The records of the estate of George Spangler, deceased, do not show the names or numbers of his heirs; the receipt of the widow for her years support shows her name to be Margaret Spangler.

No. 14

There is no record of any will or administration on the estate of Margaret Spangler, widow of George Spangler in the Stark County Probate Office.

No. 15

William A. Spangler and Elizabeth, his wife, John Spangler and Eliza, his wife, John Koontz and Mary, his wife, John Correll and Harriet, his wife, Daniel Wertenberger and Catharine, his wife, and Joseph C. Kimmell and Jane K. his wife,
to
Elizabeth Spangler.

Quit Claim Deed. \$50.00.
Signed and Ack'd. Apr. 29th, 1842.
Rec. Jan. 25th, 1851, Vol. 46, P. 302.
6 witnesses.
Peter Loutzenheiser,
Associate Judge, Stark
County, Ohio.

All right, title and interest in and to part of the South East quarter of Section No. 22, Township No. 11, Range No. 8, bounded and described as follows: Beginning for the same at the

01 AC
South West corner of said quarter; thence running North 18 perches to a post; thence East 18 perches to a post; thence South 18 perches to a post; thence West 18 perches to the place of beginning, containing 2 acres and 4 perches, and being out of the South West corner of the premises in question.

NOTE: - Some of Grantors' names written "William Spangler" and "John Correll, Jr" in body of deed and acknowledgement but they sign as above.

6 witnesses sign deed but deed does not show for whom they sign "except that deed shows that one signs for "Harriet Correll".

No separate acknowledgement of "Catharine Wertemberger" or "Jane K. Kimmel".

The interest of ^{George Spangler or} George Spangler's heirs does not pass by this deed. (See Section No. 13 above.)

No. 16

Elizabeth Spangler,
to
William A. Spangler.

General Warranty Deed. \$350.00.
Signed and Ack'd. Jan. 25th, 1851.
Rec. Jan. 27th, 1851, Vol. 46, P. 307.
Two witnesses.

Peter Loutzenheiser, Associate
Judge, Stark County, Ohio.

Same description as above. 2,01 A

No. 17

Henrietta Spangler's Guardian.	1853, Jan. 31st, Solomon Keasy, Guardian.
Gdn. Doc. "C", P. 51	1853, Feb. 5th, Bond filed.
Stark County Probate Office.	1856, Sept. 6th, Final account filed

No. 18

There is no record of any will or administration on the estate of Elizabeth Spangler in the Stark County Probate Office.

No. 19

William A. Spangler,	In Common Pleas Court.
vs.	Partition.
John Spangler,	1856, Mch. 24th, Petition filed.
Henrietta Spangler,	1856, July 28th, Notice filed.
John Koontz and	1856, July 28th, Guardian ad litem
Mary Koontz, his wife,	appointed and Ans.
John Correll and	of Guardian ad
Harriet Correll, his wife,	litem filed.
Daniel Wertenberger and	1856, July 28th, Partition ordered
Catharine Wertenberger,	1856, July 28th, Writ issued.
Joseph Kimmell and	1856, July 28th, William A. Spangler
Jane Kimmell, his wife.	elects to take
App. Doc. "A2" P. 224	the 43 acre tract.
Rec. Vol. 39, P. 144,	Election confirmed
Stark County Clerk's Office.	

PETITION: recites that in the partition proceedings noted at Section No. 9, of this Abstract a certain tract of land containing 45 acres, more or less (being the tract described under the head of "Dower" in the proceeding noted at Section No. 9, above) was assigned to Elizabeth Spangler for her dower estate in the lands of Joseph Spangler, deceased; that said Joseph Spangler died intestate and that the title in fee simple to the above described tract of land decended to his children and legal representatives subject to the life estate of the said Elizabeth therein which the plaintiff says was terminated by the decease of the said Elizabeth Spangler on the ----day of March A. D. 1856; the plaintiff further says that the heirs and legal representatives of Joseph Spangler deceased on the 29th day of April (1842)[?] sold and conveyed to the said Elizabeth by deed recorded in the Recorder's Office in said Stark County, in Vol. 46, P. 302, the following described part of the above described dower tract, to-wit: Beginning for the same at the South West corner of the aforesaid South east quarter; thence North 18 rods to a post; thence East 18 rods to a post; thence South 18 rods to a post and thence West 18 rods to the place of beginning containing 2 acres, more or less, and that said Elizabeth afterward sold and conveyed the same to the plaintiff". The plaintiff further says that as one of the heirs and legal representatives of the said Joseph Spangler, deceased, he is entitled to one

undivided seventh part of the above mentioned dower tract, excepting therefrom the above described 2 acre tract taken from the South West corner thereof and which the plaintiff holds in his own and exclusive right; that in like manner as the plaintiff holds said $1/7$ of said tract of land the remaining $6/7$ are held each being entitled to $1/7$, by the following persons who are with the plaintiff, Co-heirs and legal representatives of the said Joseph and Elizabeth Spangler, deceased, that is to say, John Spangler, of the State of Iowa; Mary Koontz, intermarried with John Koontz; Harriet Correll, intermarried with John Correll; Catharine Wertenberger, intermarried with Daniel Wertenberger, and Henrietta Spangler (a minor) only child of George H. Spangler, deceased, one of the children of said Joseph and Elizabeth, deceased, all of whom reside in Stark County, Ohio; and Jane Kimmell, intermarried with Joseph Kimmell, residing in the State of Indiana. Prays that said parties be made defendants, and that partition be made of said premises so that each party may have and hold their respective interest therein in severalty, and other equitable relief.

SUMMONS: Defendants served by publication of Notice in the Stark County Democrat, a weekly newspaper, published at Canton, for three successive weeks from and after the 30th day of April, A.D. 1856.

GUARDIAN

AD LITEM: At the July Term 1856, Joseph Pool was appointed Guardian ad litem for Henrietta Spangler, minor defendant and files his answer and asks the Court to protect the rights of his ward on account of her tender age.

APPRAISE-

MENT: The Commissioners appointed to make partition of said premises reported that the same could not be done without manifest injury and appraised said 43 acre tract at \$2064.00.

ELECTION: Whereupon William A. Spangler electing to take said 43 acre tract at the appraisement and the report of said commissioner and the election of said William A. Spangler were approved and confirmed and the Sheriff ordered to execute and deliver to said William A. Spangler a deed in fee simple for said premises.

No. 20

R. A. Dunbar,
Sheriff of Stark
County, Ohio,

to

William A. Spangler.

Sheriff's Deed. \$2064.00.
Signed and Ack'd. Dec. 25th, 1856.
Rec. Jan. 14th, 1857, Vol. 67, P. 74.
Two witnesses.
Joseph Pool, N. P.
Stark County, Ohio.

Conveys the following described premises: "Commencing for the same at the South West corner of the South East Quarter of Section No. 22, Township 11 and Range 8, being in Plain Township, Stark County, State of Ohio; thence North, on the quarter line, to the South west corner of a 40 acre tract, before that time sold by George Adam Rex to George Essig out of the North west corner of said quarter; thence East along the line of said 40 acre tract 80 rods to the South east corner of said tract; thence South 40 rods; thence East 20 rods; thence South to the Southern boundary of said quarter; and thence West along the Southern boundary of said quarter to the place of beginning, containing 45 acres, more or less, excepting that portion of said tract heretofore sold and conveyed by the heirs of Joseph Spangler, deceased to Elizabeth Spangler, by deed recorded in the Recorder's Office of Stark County, Ohio, in Vol. 46, Page 302, and afterwards sold and conveyed by said Elizabeth Spangler to the said William A. Spangler, described as follows: Beginning at the South west corner of the aforesaid South east quarter; thence North 18 rods to a post; thence ---- 18 rods to a post; thence South 18 rods to a post; and thence West 18 rods to the place of beginning, containing 2 acres, more or less".

NOTE: - Deed recites that said premises was conveyed by order of Court in above proceedings.

There is no record of any will or administration on the estate of William A. Spangler in the Stark County Probate Office but I learn from outside sources that said William A. Spangler died intestate on or about the 15th day of September 1889, leaving no widow, and leaving the following named persons his children and only heirs at law, viz: Joseph Spangler, Elizabeth Burkett, a widow, James M. Spangler, Charles Spangler, Harriet Troxel, Emma J. Spangler, George H. Spangler, John L. Spangler and Hiram Spangler.

Joseph Spangler and Barbara A. his wife,	General Warranty Deed. \$10990.50 Dated Mch.17th,1890.
John L. Spangler and Amanda E. his wife, Elizabeth Birkett, widow,	Ack'd.Mch.17th and 24th,1890. Rec.Apr.1st,1890,Vol.261,P/341. Two witnesses to each signature. H. W. Hossler, N. P.
Hiram Spangler and Anna C. his wife, George H. Spangler and Mary A. his wife, Charles Spangler, unmarried,	Stark County, Ohio. B. Shoonmaker, N. P., Allegan Co., Mich.
Harriet Troxel and Daniel W. her husband, James M. Spangler and Lettie A. his wife, and	

Emma J. Spangler,
unmarried,
to
Cyrus Young.

Conveys the South East quarter of Section No. 22, in Township No. 11 (Plain) and Range No. 8, Stark County, Ohio, excepting therefrom 3 acres, more or less, heretofore sold and conveyed by William A. Spangler to the Connotton Valley Railway Company by deed dated December 10th, 1881 and recorded in Vol. 183, P. 45, of the deed records of said Stark County, the grantors hereby selling and conveying to said grantee 157 acres, more or less, and including the premises in question.

Deed recites that grantors are heirs at law of William A. Spangler, deceased.

NOTE: - This deed does not reserve or mention the water rights reserved in deed noted at Section No. 3 above, but there is no conveyance to Wm. A. Spangler on record releasing said Water Rights.

No. 23

Cyrus Young and
Louisa, his wife,
to
John Goodenberger.

General Warranty Deed. \$2500.00
Signed and Ack'd. Nov. 13th, 1897.
Rec. Nov. 17th, 1897, Vol. 343, P. 474.
Two witnesses.
J. T. Smith, N. P.

Same description as in heading of Abstract.

L-I-E-N-S.

No. 24

Cyrus Young and
Louisa, his wife,
to
William McKimm.

Mortgage Deed. \$4490.00.
Signed and Ack'd. Apr. 1st, 1890.
Rec. Apr. 1st, 1890, Vol. 264, P. 100.
Canceled.

No. 25

No Leases.

No. 26

No Mechanics' Liens.

No. 27

There are no judgments against "Cyrus Young" or "John Goodenberger" that are living liens on the premises in question.

No. 28

No Foreign Executions.

No. 29

The taxes on said premises are paid to the June payment, 1910. Amount then due, \$6.59.

No. 31

A D D E N D A, Showing Changes since April 7, 1910, in the title to the premises described in Section No. 1 of the foregoing Abstract.

No. 32

John Goodenberger and
Susan, his wife,
to
Charles A. Kuehn.

General Warranty Deed. \$3300.00
Signed and Ack'd. Apr. 9, 1910.
Rec. Apr. 14, 1910, Vol. 511, P. 229.
Two witnesses.
Chas. M. Ball, N.P.

Conveys the following described premises situate in the Township of Plain, County of Stark and State of Ohio, and described as follows: Being a part of the South East quarter of Section No. 22, Township No. 11, Range No. 8, described as follows: Beginning for the same at a stone on the South west corner of said quarter section; thence North $4^{\circ} 45'$ East along the quarter section line 5.81 $1/2$ chains; thence South $85^{\circ} 45'$ East 8.53 chains; thence South $4^{\circ} 45'$ West 5.81 $1/2$ chains to a point on the section line; thence North $85^{\circ} 45'$ West along said section line 8.53 chains to the place of beginning and containing 4.96 acres.

L-I-N-E-N-S.

No. 33

Charles A. Kuehn
to
John Goodenberger.

Mortgage Deed. \$1200.00
Signed and Ack'd. Apr. 9, 1910.
Rec. Apr. 11, 1910, Vol. 476, P. 578.
Two witnesses.
Chas. M. Ball, N.P.
Not canceled on the record.

On the premises in question and given to secure his 6 certain promissory notes of even date herewith each calling for the sum of \$200.00 and due respectively on or before 1, 2, 3, 4, 5, and 6 years after date, and all with interest at the rate of 6% per annum, payable annually, and being given for the balance of the unpaid purchase price for said premises.

No. 34

Charles A. Kuehn and
Caroline, his wife,
to
The Savings and Loan
Company of Canton, Ohio.

Mortgage Deed. \$1800.00
Signed and Ack'd. Jan. 9, 1911
Rec. Jan. 9, 1911, Vol. 458, P. 514.
Two witnesses.
Chas. M. Ball, N.P.
Not canceled on the record.

On the premises in question and given to secure a loan of \$1800.00 repayable in monthly installments of not less than \$18.00.

Cancelled on the record
May 8 1912
THE SMITH-THEAMP ABSTRACT CO.
Amid B. Smith
1911

No. 35

No Leases.

No. 36

No Mechanics' Liens.

No. 37

There are no Judgments against "John Goodenberger" or "Charles A. Kuehn" that are living liens on the premises in question.

No. 38

No Foreign Executions.

No. 39

The taxes on said premises are paid to the June payment, 1911. Amount then due, \$7.48.

No. 40

I hereby certify that the foregoing ADDENDA, consisting of Sections from 31 to 40, 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 since April 7, 1910 as shown by the General Indexes in the several County Offices. Canton, Ohio, January 9 1911

#13743.

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

No. 41.

Charles A. Kuehn,
to
Caroline Kuehn,
wife of
Charles A. Kuehn.

Warranty Deed \$1.00
Dated June 26, 1912.
Rec. for rec. June 26, 1912.
Vol. 535, page 527.

Conveys same description as heading of Abstract free
and unincumbered.

No. 42.

Caroline Kuehn,
Charles H., her husband,
to
Homer L. Totten,
Sarah J. Totten.

Warranty Deed \$4000.00
Dated Aug. 1, 1912.
Rec. for rec. Aug. 1, 1912.
Vol. 537, page 250.

Same as next preceding section.

No. 43.

We find no will or administration of the estate of Homer
L. Totten on record in the Probate Court of Stark County, Ohio.

No. 44.

Mary E. Totten,
Bertha O. Dillon,
Chas. A. Dillon,
Royal J. Totten,
Alice B. Totten, being
all the children and
heirs at law of
Homer L. Totten and
being all past age of
majority.
to
Sarah J. Totten.

Quit Claim Deed \$1.00
Dated Aug. 1, 1918.
Rec. for rec. Aug. 2, 1918.
Vol. 591, page 550.

Quit claims all title and interest in and to said
premises.

NOTE: Deed does not recite that Mary E. Totten, Royal J. Totten
and Alice B. Totten were unmarried or that Bertha O. and
Chas. A. Dillon were husband and wife.

No. 45.

Albert S. Totten,
to
Sarah J. Totten.

Quit Claim Deed \$1.00
Dated Apr. 23, 1919.
Rec. for rec. Apr. 25, 1919.
Vol. 649, page 102.

NOTE: Quit claims all title and interest in and to said premises.
Deed does not recite that grantor was unmarried.

L I E N S.

No. 46.

Homer L. Totten,
Sarah J., his wife,
to
The Savings & Loan Co.

Mortgage \$760.00
Dated Aug. 1, 1912.
Vol. 506, page 306.

Cancelled on record Oct. 2, 1914.

No. 47.

Homer L. Totten,
Sarah J., his wife,
to
Christian Graber.

Mortgage \$500.00
Dated Oct. 1, 1914.
Vol. 528, page 356.

Cancelled on record Oct. 17, 1919.

No. 48.

Sarah J. Totten,
a widow,
to
The Citizens Building
& Loan Company.

Mortgage \$700.00
Dated Aug. 25, 1926.
Rec. for rec. Sept. 2, 1926.
Vol. 912, page 472.
Not cancelled.

Covers premises described in the heading of the Abstract.
Secures a loan of \$700.00 payable \$10.00 per month with interest
thereon at 7%.

No. 49.

*See Item #15
Partial Abstract
see Vol 912
page 472.*

NO LEASES OR MECHANIC'S LIENS.

No. 50.

TAXES DUE JUNE 1926; PAID.

No. 51.

We have made no search for street, sewer or other special assessments.

No. 52.

No Judgments, foreign executions or pending suits which are living liens on said premises.

We hereby certify that the foregoing CONTINUATION consisting of Sec. #41 to #52 inclusive was collated by us from the Official Records of Stark County, Ohio, and that we believe the same is correct and shows every instrument of record affecting the title to said premises, since and including Jan. 9, 1911 as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio.

Sept. 2, 1926.

The Smith-Tump Abstract Co.
By *Clark N. Metzger*
Clerk

#4195.

63-220.

A PARTIAL ABSTRACT showing changes since Jan. 9th. 1911, in the title to part of the south east quarter of section #22, Township #11, Range #8 (Plain Township) Stark County, Ohio, described as follows: Beginning for the same at a stone on the south west corner of said quarter section: thence north $4^{\circ}45'$ east along the quarter section line $5.81\frac{1}{2}$ chains: thence south $85^{\circ}45'$ east 8.53 chains: thence south $4^{\circ}45'$ west $5.81\frac{1}{2}$ chains to a point on the section line: thence north $85^{\circ}45'$ west along said section line 8.53 chains to the place of beginning and containing 4.96 acres.

We are instructed to assume that the title to said premises on Jan. 9th. 1911, was good in Charles A. Kuehn, hence no search is made for deeds or other instruments or proceedings to correct or perfect title nor for liens on said premises existing Jan. 9th. 1911.

No. 2.

Charles A. Kuehn,

Warranty Deed #1.

to

Dated & Ack'd. June 26th. 1912.

Caroline Kuehn,

Recorded June 26th. 1912.

(his wife.)

Vol. 535, page 527.

Same description as section #1 of this Partial
Abstract.

ADDENDUM TO ABSTRACT OF TITLE TO part of the South East Quarter of Section #22, Township #11, Range #8, (Plain Township) Stark County, Ohio, described as follows:- Beginning for the same at a stone on the south west corner of said quarter section; thence north 1.40 deg. east along the quarter section line 5.19 1/2 chains; thence south 85.45 deg. east 8.53 chains; thence south 4.5 deg. west 5.19 1/2 chains to a point on the section line; thence north 85.45 deg. west along said section line 8.53 chains to the place of beginning, and containing 4.96 acres.

Showing changes in the title thereto, since and including July 22, 1912.

Caroline Kuehn and Charles Kuehn, her husband,

to

omer L. Totten and Sarah J. Totten.

Gen. Warr. Deed, \$4000.00

S. & Ack'd, Aug. 1st, 1912

Rec. Aug. 1st. 1912

Vol. 577, page 270

Two witnesses,

Ed. Filler, J. P.

Conveys the 4.96 acres out of the S. E. Quarter of section #22, Township #11, Range #8, as described in the heading hereof.

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

No. 10.

We find no Will nor the administration of any Estate of Homer L. Totten on record in the Stark County Probate Court.

No. 11.

We the undersigned being all the children and heirs at law of Homer L. Totten, deceased, and being all past the age of majority, to Sarah J. Totten.

Quit Claim Deed \$1.00.
Dated Aug. 1, 1918.
Rec. for rec. Aug. 2, 1918.
Vol. 591, page 550.

Quit claims all right and title in and to the premises described in heading of foregoing Partial Abstract. Signatures appear as follows: "Mary E. Totten, Bertha O. Dillon, Chas. A. Dillon, Royal J. Totten, Alice B. Totten." Acknowledgment recites that Chas. A. Dillon is the husband of Bertha O. Dillon, Alice B. Totten wife of Royal J. Totten.

Marital status of Mary E. Totten not stated.

No. 12.

Albert S. Totten to Sarah J. Totten.

Quit Claim Deed \$1.00.
Dated Apr. 23, 1919.
Rec. for rec. Apr. 25, 1919.
Vol. 649, page 102.

Quit claims all right and title in and to premises described in heading of foregoing Partial Abstract.
NOTE:- Deed does not recite the interest of grantor in said premises, or indicate his marital status.

SMITH-TRUMP ABSTRACT CO., INCORPORATED, CANTON, OHIO

Plain Township Historical Society

No. 13.

Sarah J. Totten, a widow,
to
Mary E. Totten.

Warranty Deed \$1.00.
Dated July 5, 1935.
Rec. for rec. Mar. 11, 1937.
Vol. 1186, page 54.

Conveys premises described in heading of foregoing
Partial Abstract.
Free and clear of all encumbrances.

L I E N S

No. 14.

Homer L. Totten,
Sarah J. Totten,
to
Christian Graber.

Mortgage \$500.00.
Dated Oct. 1, 1914.
Vol. 528, page 356.

Canceled on record Oct. 17, 1919, signed, "Christ
Graber."

No. 15.

Sarah J. Totten, widow,
to
The Citizens Building
& Loan Co., Canton, Ohio.

Mortgage \$700.00.
Dated Aug. 25, 1926.
Vol. 912, page 472.

Canceled on record Dec. 14, 1931.

Plain Township Historical Society

A D D E N D A

ADDENDA since June 21, 1938 to part of the southeast quarter of Section 22, Township 11, Range 8, Stark County, Ohio, beginning for the same at a stone on the southwest corner of said quarter section thence north 4° 45' east along the quarter section line 5.81 $\frac{1}{2}$ chains; thence south 85° 45' east 8.53 chains; thence south 4° 45' west 5.81 $\frac{1}{2}$ chains to a point on the section line; thence north 85° 45' west along said section line 8.53 chains to the place of beginning and containing 4.96 acres.

No. 2

Mary E. Totten, unmarried

to

Charles C. Williams

Conveys said premises.

Warranty Deed
S & A June 27, 1938
R f R July 12, 1938
Vol. 1215, p. 57

No. 3

Mary E. Totten

Affidavit
S & A June 27, 1938
R f R July 12, 1938
Vol. 1198, p. 434

"Mary E. Totten, being first duly sworn according to law, says that she is one of the children of Homer L. Totten, deceased; that the other children and heirs at law of said Homer L. Totten were: Bertha O. Dillon, Royal J. Totten and Albert S. Totten; that Sarah J. Totten was the widow of said Homer L. Totten, deceased.

This affiant further says that all the debts and claims against the estate of said Homer L. Totten have been paid and that there are no outstanding claims of any kind by reason of his death which might become a lien upon said premises.

This affiant further says that on August 1, 1918 the date on which the deed for the premises in question was made to Sarah J. Totten, that she, this affiant, was unmarried; and that Albert S. Totten was unmarried on April 23rd, 1919, the date on which he signed a deed to Sarah J. Totten."

CONTINUATION

NO. 1

Charles C. Williams and
Ide M. Williams,
his wife,

Warranty Deed \$10.00
Acknowledged August 14, 1946
Rec. for Rec. August 14, 1946
Vol. 1598, Page 73.

to

Phyllis P. Harkey

Conveys 4.96 acres as described in the heading of this partial Abstract.

NO. 2

Phyllis P. Harkey and
J. Mace Harkey,
her husband

Mortgage \$15000.00
Date August 14, 1946
Rec. for Rec. August 14, 1946
Vol. 1585, Page 579.

to

First National Bank of
Canton

Covers the premises in question to secure a promissory note of \$15000.00 of even date @ 4% per annum, interest and principal payable in monthly installments of \$150.00 each.

NO. 3

No leases or mechanic's liens.

NO. 4

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

NO. 5

No personal, federal, recognizance or unemployment compensation tax liens.

NO. 6

T A X E S

June, 1946 payment paid.

I have made no search for special assessments. However, there are none shown on the tax duplicate.

I hereby certify that the foregoing continuation consisting of Section No. 1 to Section No. 6 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 the premises in question, since and including August

Phyllis P. Harkey
J. Mace Harkey
11/14/46
1585, Page 579
Plain Township Historical Society

CONTINUATION

Relating to property described in the heading of the foregoing Abstract of Title.

No. 1

Phyllis P. Harkey and J.
Mace Harkey, wife and husband
to
Florence Frazier

Warranty Deed \$1.00
Dated
Rec. for rec. July 11, 1950
Volume 1897, page 495

Conveys the property described in the heading of the foregoing Abstract of Title.

No. 2

Florence Frazier and
Richard J. Frazier,
wife and husband
to
First National Bank of Canton

Mortgage \$15,000.
Dated July 10, 1950
Rec. for rec. July 11, 1950
Volume 1894, page 575
2:05 P.M.

Conveys the premises in question to secure a promissory note of \$15,000 of even date at 4% per annum, interest and principal payable in monthly installments of \$165.62 each.

No. 3

No leases or mechanic's liens.

No. 4

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

No. 5

No Federal, recognizance, personal tax, or unemployment compensation tax liens.

No. 6

TAXES

June 1950 taxes Paid.

No assessments shown on tax duplicate.

I HEREBY CERTIFY that the foregoing Continuation consisting of Section No. 1 to No. 6, 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 the premises in question, since and including June 30, 1950, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

CONTINUATION

No. 1

Florence Frazier and Richard
J. Frazier, wife and husband

to

Warren G. Smith and Helen C.
Smith

Warranty Deed \$1.00
Dated March 25, 1953
Rec. for Rec. April 2, 1953
Volume 2142 , Page
Serial No. 259992

Situated in the Township of Plain, County of Stark and State of Ohio: Known as and being a part of the South East Quarter of Section No. 22, Township No. 11, Range No. 8 (Plain Township) Stark County, Ohio, described as follows: Beginning for the same at a stone on the South West corner of said quarter Section; thence North four (4^o) degrees forty five (45') minutes East along the quarter section line 5.81 1/2 chains; thence South eighty five (85^o) degrees forty five (45') minutes East 8.53 chains; thence South four (4^o) degrees forty five (45') minutes West 5.81 1/2 chains to a point on the section line; thence North eighty five (85) degrees forty five (45') minutes West along said section line 8.53 chains to the place of beginning and containing 4.96 acres.

Subject to a certain easement to The Ohio Power Company, dated September 17, 1952, and recorded in Vol. 2043, Page 519, of the Stark County Ohio Deed Records.

No. 2

Warren G. Smith and Helen C.
Smith, husband and wife

to

First National Bank of Canton

Mortgage \$12,000.00
Dated March 31, 1953
Rec. for Rec. April 2, 1953
Volume 2151, Page
Serial No. 259993
Time 8:60 A. M.

Conveys the premises in question to secure a promissory note of even date with interest at 4 1/2% per annum, interest and principal payable in monthly installments of \$124.37 each.

No. 3

No leases or mechanic's liens.

No. 4

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

No. 5

No Federal, recognizance, personal tax, or unemployment compensation tax liens, or old age benefit liens.

No. 6

T A X E S