

Abstract
of
The Title
of

*Part Northwest
of Sec. 24, Twp 11.
R. 8.
Stark County, Ohio*

An Abstract is a condensed history of the record title of premises in question. It may show your title to be perfect, marketable, questionable or defective. It does not show the rights, interests or liens of parties not of record. It is not an opinion of title, and should be submitted to your attorney for examination.

Property of
Plain Township
Historical Society

08.06.01

Plain Township Historical Society

49416

21668

ABSTRACT OF THE TITLE

To Lot No. 33 in Dunloe Estates No. 1, Plain Township,
Stark County, Ohio. EXCEPTING THEREFROM 10 feet off the entire
North side thereof.

No. 2

All deeds, mortgages or other instruments of record set
forth in the following sections are properly executed, and all
cancellations of mortgages or leases are regular unless otherwise
noted.

When husband and wife join in the granting clause of any
instrument, the names of both will be written, but when one or the
other releases down only, such spouse will be indicated as "husband"
or "wife" only.

Any matters herein that are underscored indicate varia-
tions or errors of record which are being shown just as they appear
upon the record.

No. 3

James Madison, President
of the United States,

to

Adam Schaeffer.

Patent

Dated June 1, 1810

Rec'd Nov. 18, 1929

Vol. 1030, Page 500

Grants the Northwest Quarter of Section 23, Township 11,
Range 8 of the lands directed to be sold at Steubenville.

No. 4

Adam Shaffer,
no marital status,

to

Conrad Spoilman.

Warranty Deed
Dated April 15, 1811
Rec'd
Vol. B, Page 33

Conveys said Northwest Quarter of Section 23, Township 11,
Range 8, Stark County, Ohio.

No. 5

Conrad Speelman
and wife,

to

Valentine Speelman.

Deed
Dated Nov. 22, 1817
Rec'd Apr. 27, 1818
Vol. C, Page 546

Conveys the Northwest Quarter of Section 23, Township 11,
Range 8, Stark County, Ohio.

No. 6

In Deed Volume L, Page 238, by Warranty Deed dated February 27, 1834, Valentine Speelman and wife conveyed to The German Lutheran and German Presbyterian Church, commonly called Henry's Church and their successors in office, part of the Northwest Quarter of Section 23, Township 11, Range 8, Stark County, Ohio, beginning at the Northeast corner of said Quarter Section; thence South 1.71 chains to a stone; thence West 3.21 chains to a red oak sapling; thence North 1.71 chains to the Northern boundary of said Quarter Section; thence East 3.21 chains to the place of beginning, containing $54/100$ of an acre.

No. 7

Estate of
Valentine Speilman,
Deceased.

Probate Court
Adm. Doc. E, Page 59
Case No. 116

Sep. 2, 1865

John H. Hoover, Administrator.
Bond \$600.00 filed.
Letters issued.

Nov. 14, 1865

Inventory and sale list filed.

Dec. 3, 1866

Partial account filed.

Nov. 8, 1875

The undersigned, Administrator of the
Estate of Valentine Speilman, now says
that in his partial account above filed,
the whole estate is settled excepting one
note of \$23.00 against John G. Waters, which
appraisers report worthless, John H. Hoover.

No. 8

At the time of the administration of this estate,
application for letters of administration, setting forth the
names of the heirs at law and next of kin of deceased persons
whose estates were being administered, were not used.

No. 9

Dolly Mary Elizabeth Speelman

Probate Court
Mar. Rec. A, Page 198

and

John Hoover.

Shows the marriage of said parties on August 26, 1830.

No. 10

Margaret Spielman

Probate Court
Mar. Rec. C, Page 222

and

Elias Wise.

Shows the marriage of said parties on February 12, 1843.

No. 11

We find no will nor the administration of any estate of Margaret or Margaretta Speelman Wise on record in the Stark County Probate Court.

No. 12

Guardianship of
Henry A. Wise.

Probate Court
Gdn. Doc. D, Page 193
Case No. 383

Sep. 25, 1865 Elias T. Wise, Guardian.
Bond \$1,500.00.
Bond filed.
Letters issued.
Nov. 18, 1871 Final account filed.

No. 13

Guardianship of
Jeremiah T. Wise.

Probate Court
Gdn. Doc. D, Page 193
Case No. 384

Sep. 25, 1865 Elisa T. Wise, Guardian.
Bond \$1,500.00.
Bond filed.
Letters issued.
Jan. 2, 1869 Final account filed.

No. 14

John Speelman,

Common Pleas Court
App. Doc. K2, Page 220
Rec. Vol. 50, Page 432

vs.

George Speelman,
Conrad Speelman,
Dolly Hoover,
Jeremiah Wise,
Catherine Wise and
Henry Wise.

PETITION FOR PARTITION

Aug. 30, 1865 Petition filed.
Sep. 23, 1865 Waiver of notice by John Reichart and
and appearance entered.

- cont'd -

Oct. 11, 1865 Notice and affidavit filed.
Oct. 23, 1865 Order of partition issued.
Oct. 28, 1865 Order of partition returned;
property appraised.
Proceedings confirmed and deed ordered.
Nov. 10, 1865 Order of sale issued.
Feb. 12, 1865 Order of sale returned.
Feb. 12, 1865 Sale confirmed.

PETITION: Your petitioner, John Speelman, of said Stark County, respectfully represents that on or about the 20th day of August, 1865, one Valentine Speelman, late of said County, died intestate seized of an estate in fee simple in the following described real estate: Being the Northwest Quarter of Section 23, Township 11, Range 8. Also another tract being part of the Northeast Quarter of Section 25, Township 11, Range 8, beginning for the same at a post on the North line of said Quarter Section, 29.84 chains East of the Northwest corner of said Quarter, being the Northeast corner of John Mossier's land and also the corner of Jacob Flory's land; thence running South with the line of Jacob Flory's land 20 perches to a post; thence West 16 perches to a post; thence North 20 perches to a post on the North line of said Quarter Section; thence East with said line 16 perches to the place of beginning, containing 2 acres.

The said premises descended to the following persons, only heirs and legal representatives of said Valentine Speelman (free of dower, the widow of said Valentine Speelman being deceased).

1. Your petitioner who is a son of said Valentine Speelman, Deceased.
2. George Speelman, who is a son of said Valentine Speelman, Deceased, said George residing in said County.
3. Conrad Speelman, who is a son of said Valentine Speelman, Deceased, said Conrad residing in said County.
4. Dolly Speelman, a daughter of said Valentine Speelman, Deceased, who is intermarried with one John Hoover.
5. Jeremiah Wise, Julia Ann Wise and Henry Wise, residing in said Stark County, the children and only heirs and legal representatives of Margaretta, a daughter of said Speelman, Deceased, who during her lifetime was intermarried with one Eli T. Wise, by whom she had said Jeremiah, Julia Ann and Henry Wise. Said Margaretta died before the death of said Valentine Speelman.

- cont'd -

The parties above named have the following undivided estate in said premises:

1. Your petitioner, one undivided fifth in fee.
2. George Speelman, one undivided fifth in fee.
3. Conrad Speelman, one undivided fifth in fee.
4. Dolly Hoover, one undivided fifth in fee.
5. The said Jeremiah Wise, Julia Ann Wise and Henry Wise, each one undivided fifteenth in fee.

Your petitioner prays that said George Speelman, Conrad Speelman, Dolly Hoover, Jeremiah Wise, Julia Ann Wise and Henry Wise be made parties defendants to this petition.

And your petitioner desiring to hold his interest in severalty prays partition may be made or if partition cannot without manifest injury be made, then that the premises may be sold, or other order taken pursuant to the Statute.

SUMMONS: Notice of pendency of action served on George Speelman, Conrad Speelman, Dolly Hoover, intermarried with John Hoover, Jeremiah Wise, Catharine Wise and Henry Wise, children of Margaretta, Deceased, intermarried with Eli T. Wise, by publication in the Stark County Democrat for six consecutive weeks beginning on August 30, 1865.

DECREE: This case came on for hearing upon the petition and answer of the defendant, John Richard, (the other defendants being in default) and the evidence; on consideration whereof the Court do find that notice of the filing and pendency of this petition has been given for more than 40 days prior to the first day of the present term of this Court, and the Court do further find that the said John Speelman has the legal right to and is seized in fee simple of one undivided fifth part of the premises described in said petition, and the Court do further find that the said George Speelman, Conrad Speelman, Dolly Hoover, Jeremiah Wise, Julia Ann Wise and Henry Wise are tenants in common with the said John Speelman in said premises in the following proportions, to-wit: That the said George Speelman is seized of 1/5 part thereof; the said Dolly Hoover is seized of 1/5 part thereof; the said Conrad Speelman is seized of 1/5 part thereof; the said Jeremiah Wise, of 1/15 part thereof; Julia Ann Wise of 1/15 part thereof and the said Henry Wise of 1/15 part thereof; and by agreement of all the -----, it is ordered and adjudged that said John Richard has legal right in the possession of said Northwest Quarter of Section 23, Township 11, Range 8, until the 1st day of April, A.D. 1865; that he is entitled to the crops now on said premises and shall have the right of ingress and egress on said premises for the purpose of cultivating, harvesting and removing the same.

- cont'd -

It is further ordered that a writ of partition issue to the Sheriff of said County of Stark commanding him that by the oaths of Benjamin Smith, Henry Griss and George Hessler, partition be made of said lands described in said petition in the proportions set forth in the petition.

All subject to the rights of said John Richard as heretofore set forth; and it is further ordered that the Sheriff return his proceedings in the premises forthwith.

PARTITION: Writ of partition issued accordingly.

Said Commissioners being of the opinion that said premises cannot be partitioned without manifest injury to the same appraise same as follows: The Northwest Quarter of Section 23, Township 11, Range 8, at \$13,000.00. The 2 acre tract at \$250.00.

RETURN: Now comes Louis Schafer, Attorney for plaintiff and produces to the Court the report of the Sheriff and the report and proceedings of the Commissioners hereinbefore appointed, and it appearing upon examination, that said report and proceedings are in all respects regular and correct, the same are hereby approved and confirmed; and thereupon neither of the parties in interest electing to take said premises at the valuation thereof as returned by said Commissioners. On motion of petitioner it is ordered that said premises be sold at public auction by the Sheriff of Stark County, according to the Statute in such case made and provided. (Said sale to be held on said Northwest Quarter of Section 23).

SALE: Order of public sale issued accordingly.

Notice of sale published in the Stark County Republican for 30 days previous to the day of sale.

RETURN: Return of order of public sale shows that at said sale, said Northwest Quarter of Section 23, Township 11, Range 8 was sold to Jacob Kettering for the sum of \$12,200.00, said sum being more than 2/3 of the appraised value of the same and said two acre tract was sold to Andrew Sluss for the sum of \$346.00, said sum being more than 2/3 of the appraised value of the same.

CONFIRMATION: And now comes the petitioner, by Louis Schafer, his counsel, and on his own motion, and on producing the report of his sale made under the former order of this Court, and the Court being satisfied on examination that said sale has been made according to law, it is ordered that the said proceedings and sale be and the same hereby is approved and confirmed and the said Sheriff is ordered, by deed duly executed, to convey to said purchasers, said premises in fee simple.

No. 15

Peter Chance, Sheriff of
Stark County, Ohio,

Sheriff's Deed \$12,200.00
Dated Apr. 7, 1866
Rec'd May 12, 1866
Vol. 89, Page 221

to

Jacob Kettering.

Conveys the Northwest Quarter of Section 23, Township 11,
Range 8, Stark County, Ohio.

NOTE: Deed recites the action and authority shown in the fore-
going Section of this Abstract.

No. 16

Jacob Kettering
and wife,

Warranty Deed
Dated April 1, 1869
Rec'd April 1, 1869
Vol. 104, Page 121

to

Hiram H. Housel.

Conveys the Northwest Quarter of Section 23, Township 11,
Range 8, Stark County, Ohio, containing 160 acres, more or less,
except about half an acre sold out of the same to The Lutheran
Church.

No. 17

Hiram H. Housel
and wife,

Warranty Deed
Dated April 1, 1870
Rec'd April 1, 1870
Vol. 110, Page 431

to

Jacob Grossenbacher.

Conveys premises described the same as in the foregoing
Section of this Abstract.

No. 18

Jacob Grosenbauger,
Katharina, his wife,

Warranty Deed
Dated March 25, 1881
Rec'd March 28, 1881
Vol. 176, Page 76

to

Christian Graber, Jr.

Conveys the premises described the same as at Section 16
of this Abstract.

No. 19

Estate of
Christian Graber,
Deceased.

Probate Court
Adm. Doc. I, Page 101
Case No. 4836

Feb. 25, 1896 Application filed.
Peter C. Graber, Administrator.
Bond filed and approved.
Letters issued.
(No further entries).

No. 20

Application for Letters of Administration of the Estate of
Christian Graber, Deceased, recites that he died on or about
November 8, 1895, leaving Fannie Graber, his widow, and the
following persons his only heirs at law:

Peter C. Graber	son
Christian Graber	son
John C. Graber	son
Mary C. Graber	daughter
Anna Graber	granddaughter
Christian Graber	grandson

App. B. & L. 1, Page 358

No. 21

Guardianship of
Annie M. Graber and
Christian M. Graber.

Probate Court
Gdn. Doc. F, Page 225
Case No. 2706

Nov. 27, 1895 Application filed. (Wards aged 16 years
January 27, 1895, and 14 years March 27,
1895, respectively.)
Christ Graber, Guardian of estate.
Bond \$4,000.00.
Bond filed and approved.
Letters issued.

Mar. 9, 1898 Affidavit as to Annie filed.
Mar. 21, 1902 Affidavit as to Christian filed.

John C. Graber and
Catharine, his wife,
Christian M. Graber,
unmarried, and
Anna M. Graber,
unmarried,

Warranty Deed
Dated Mar. 28, 1902
Rec'd Mar. 29, 1902
Vol. 399, Page 448

to

Peter C. Graber,
Christian D. Graber,
Mary C. Graber.

Conveys the Northwest Quarter of Section 23, Township 11,
Range 8, Stark County, Ohio, except a tract of about 1/2 of an
acre, more or less, sold out of said Quarter to the Lutheran Church,
containing 160 acres, more or less.

Christian D. Graber,
unmarried,

Warranty Deed
Dated Mar. 24, 1906
Rec'd Apr. 2, 1906
Vol. 451, Page 138

to

Mary C. Graber and
Peter C. Graber.

Conveys the undivided 1/3 interest of the Northwest Quarter
of Section 23, Township 11, Range 8, Stark County, Ohio, except
a tract of about 1/2 acre more or less, sold out of said Quarter
to The Lutheran Church, containing 160 acres, more or less.

Peter C. Graber and
Cassie, his wife,

Warranty Deed
Dated Mar. 24, 1906
Rec'd Apr. 2, 1906
Vol. 451, Page 153

to

Anna M. Becher and
Amos Becher.

Conveys the undivided 1/2 interest of the Northwest Quarter
of Section 23, Township 11, Range 8, Stark County, Ohio, except
a tract of about 1/2 acre more or less, sold out of said Quarter
to The Lutheran Church, containing 160 acres, more or less, except
the following, beginning at a stone at the Southeast corner of
said Quarter; thence North 5 degrees 30' East with the East line of said
Quarter 825 feet to a stone; thence North 85 degrees West and parallel
with the South line of said Quarter 528 feet to a stone; thence
South 5 degrees 30' West and parallel with the East line of said Quarter;
thence South 85 degrees East 528 feet to the place of beginning, contain-
ing 10 acres of land, leaving the balance hereby conveyed about
149-1/2 acres.

No. 25

Estate of
Mary C. Graber,
Deceased.

Probate Court
Adm. Doc. P, Page 124
Case No. 13239

Jan. 9, 1919	Application filed. Peter C. Graber, Administrator. Bond \$10,000.00 filed and approved. Letters issued.
Jan. 23, 1919	Inventory and appraisement filed.
Feb. 1, 1919	Statement to County Auditor issued.
Feb. 21, 1919	Proof of publication, legal notice filed.
Apr. 12, 1919	First, final and distributive account filed. Collateral inheritance tax paid. (Costs paid.)

No. 26

Application for Letters of Administration recites that Mary C. Graber died on or about December 30, 1918, leaving no widower, and the following persons her only next of kin:

Peter C. Graber	brother	Canton, Ohio
John C. Graber	brother	Canton, Ohio
Christian D. Graber	brother	Canton, Ohio
Christian M. Graber	nephew	Canton, Ohio
Anna M. Becher	niece	Canton, Ohio

App. B. & L. 16, Page 210

No. 27

Mary C. Graber,
Deceased,

Affidavit for Transfer
of Real Estate
Dated Feb. 14, 1919
Rec'd Feb. 18, 1919
Vol. 666, Page 198

to

Peter C. Graber,
John C. Graber,
Christian D. Graber,
Christian M. Graber, and
Anna M. Becher.

Peter C. Graber being first duly affirmed according to law, says he is an heir at law of Mary C. Graber, Deceased; that on the 30th day of December, 1918, the said Mary C. Graber died intestate residing at Plain Township in said County, leaving the persons herein designated all her heirs at law and next of kin, with their age, address, relationship and portion inherited by them in the real estate hereinafter described.

-cont'd -

No. 27 cont'd

Said Mary C. Graber having died seized of an undivided 1/2 interest therein, to-wit:

Peter C. Graber	age 60	brother	1/8 thereof
John C. Graber	age 56	brother	1/8 thereof
Christian D. Graber	age 58	brother	1/8 thereof
Christian M. Graber	age 35	nephew	1/16 thereof
Anna M. Becher	age 40	niece	1/16 thereof

That on the 9th day of January, 1919, said Peter C. Graber was duly appointed Administrator of her estate by the Probate Court of Stark County, and has not yet filed his final account in execution of said trust, but has sufficient funds to pay all debts and charges against said estate.

That said Mary C. Graber at the time of her decease was seized of the following described real estate, an undivided 1/2 interest in and to the following premises in the Township of Plain, County of Stark, and State of Ohio, to-wit:

The Southwest Quarter of Section 13, Township 11, Range 8, containing 158.79 acres of land.

Also the Northwest Quarter of Section 23, Township 11, Range 8, excepting a tract of about 1/2 acre more or less, sold out of said Quarter Section to The Lutheran Church, and excepting part of said Quarter Section described as follows: Beginning at a stone at the Southeast corner of said quarter; thence North 5 degrees 30' East with the East line of said quarter 825 feet to a stone; thence North 85 degrees West and parallel with the South line of said quarter 528 feet to a stone; thence South 5 degrees 30' West and parallel with the East line of said quarter 825 feet to a stone on the South line of said Quarter; thence South 85 degrees East 528 feet to the place of beginning and containing 10 acres of land, leaving for the tract conveyed 149 and 1/2 acres of land.

(signed) Peter C. Graber

Sworn to and subscribed before me and in my presence this 14th day of February, 1919.

Lorin C. Wise (SEAL)
Notary Public

No. 28

Peter C. Graber and
Cassie, his wife,
John C. Graber and
Catherine L., his wife,
Christian D. Graber and
Martha E., his wife,
Christian M. Graber and
Amanda, his wife,

Quit Claim Deed
Dated Feb. , 1919
Rec'd Feb. 18, 1919
Vol. 666, Page 200

to

Amos Becher and
Anna M. Becher.

Conveys all right and title in and to the premises described
the same as at Section 27 of this Abstract.

No. 29

Amos Becher and
Anna M. Becher,

Right of Way
Dated Feb. 16, 1938
Rec'd Mar. 24, 1938
Vol. 1198, Page 329

to

The East Ohio Gas Co.

Grants to The East Ohio Gas Company, its successors or assigns, the right of way, to lay, maintain, operate and relocate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products derived therefrom, and/or similar thereto, if the same shall be found necessary on, over, and through their lands, situate in Plain Township, Stark County, State of Ohio, and bounded and described as follows: On the North by lands of Public Highway - Lutheran Church, On the East by lands of Public Highway - Peter Graber, on the South by lands of Peter Graber - C. D. Fraber - F. L. Boil - M. C. Greer, on the West by lands of Wheeling & Lake Erie Railroad with ingress and egress to and from the same.

Amos Becher and
Anna M., his wife,

to

The Ohio Power Company

Easement
Dated Nov. 18, 1938
Rec'd Jan. 16, 1939
Vol. 1236, Page 290

Grants a right of way and easement to construct, erect, operate and maintain line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out or widened, abutting the following described lands situated in Plain Township, in the County of Stark in the State of Ohio, and part of Sections Nos. 22 and 23, Township 11, Range 8 and bounded on the North by lands of Hoover-Essig - S. A. Peretsky, on the East by lands of Catherine Beard-Dickes - Peter Graber, on the South by lands of C. D. Graber - Willow Brook Heights Allotment No. 1, and on the West by lands of Harvey Loehr.

No. 31

In Volume 1228, Page 487, by Warranty Deed dated April 19, 1939, Amos Becher and Anna Becher, his wife, conveyed to Paul H. Becher, part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, described as follows: Beginning at a stone at the Northeast corner of said Quarter Section; thence North 86 degrees 10' West along the North line of said section a distance of 1149.7 feet to the true place of beginning of the tract hereby conveyed; thence continuing North 86 degrees 10' West along the Section line a distance of 122 feet; thence South 3 degrees 50' West a distance of 400 feet to an iron pin; thence South 86 degrees 10' East a distance of 122 feet to an iron pin; thence North 3 degrees 50' East a distance of 400 feet to the true place of beginning and containing 1.12 acres of land.

No. 32

In Volume 1228, Page 499, by Warranty Deed dated April 19, 1939, Amos Becher and Anna Becher, his wife, conveyed to Walter H. Becher, part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, described as follows: Beginning at a stone at the Northeast corner of said Quarter Section; thence North 86 degrees 10' West along the North line of said Quarter Section a distance of 1271.7 feet; thence South 3 degrees 50' West a distance of 400 feet to an iron pin at the true place of beginning of the tract hereby conveyed; thence continuing South 3 degrees 50' West a distance of 427 feet to an iron pin; thence South 86 degrees 10' East a distance of 102 feet to an iron pin; thence North

No. 32 cont'd

3 degrees 50' East a distance of 427 feet to an iron pin; thence North 86 degrees 50' West a distance of 102 feet to the true place of beginning and containing 1.00 acre of land, conveyed to Walter Becher by deed recorded in Volume 1228, Page 499, Stark County, Ohio, Deed Records, subject to the use of a 40 foot private roadway along the South side of the above described premises and extending Eastwardly and parallel to the North line of said Section to the Canton-Middlebranch Road.

No. 33

Amos Becher and
Anna M. Becher,
husband and wife,

Right of Way
Dated Nov. 22, 1940
Rec'd Jan. 25, 1941
Vol. 1309, Page 164

to

The East Ohio Gas Company.

Grants right of way over premises abstracted and other premises, with the right to maintain, operate, relocate and remove pipe lines together with right to lay additional lines of pipe along side of first line and change sizes of pipes.

No. 34

Last Will of
Anna Becher,
Deceased

Probate Court
Dated July 6, 1939
Probated Aug. 11, 1941
Will Rec. 83, Page 223

I, ANNA BECHER, of the Township of Plain, County of Stark and State of Ohio, being of full age and sound mind and memory, do make, publish and declare this to be my last will and testament, hereby revoking and annulling any and all Will or Wills by me heretofore made.

Item I. I direct that all my just debts and funeral expenses be paid out of my estate as soon as practicable after my decease.

Item 2. I specifically give and devise to my husband, Amos Becher, for life, my undivided one-half interest in and to the following described real estate, and upon the death of my said husband, the remainder therein in fee to my daughter,

- cont'd -

Catherine B. Schmucker, being 1.12 acres in said Northwest Quarter of Section 23, Township 11, Range 8.

Item 3. All the rest, residue and remainder of my property, real, personal or mixed, wheresoever situated, of which I may die seized, I give, devise and bequeath to my said husband, Amos Becher, absolutely and in fee simple.

Item 4. I nominate and appoint my husband, Amos Becher, Executor of this, my last Will and Testament.

IN WITNESS WHEREOF, I have hereunto set my hand to this, my Last Will and Testament at Canton, Ohio, this 6th day of July, in the year of our Lord, 1939.

(signed) Anna Becher

No. 35

Estate of
Anna Becher,
Deceased.

Probate Court
Adm. Doc. 34, Page 231
Case No. 34973

Aug. 9, 1941	Application to probate Will filed. Hearing set on appearance of witnesses in open court.
Aug. 11, 1941	Hearing had. Will admitted to probate and record. Application for Letters filed. Amos Becher, <u>Executrix</u> . Bond of \$3,000.00 filed and approved. Letters issued.
Aug. 23, 1941	Inventory and appraisement and waiver filed.
Aug. 27, 1941	Hearing had. Inventory and appraisement and waiver approved.
Sep. 5, 1941	Proof of publication filed.
Feb. 18, 1942	Application for Certificate of Transfer of real estate filed. Hearing had. Certificate ordered issued. Certificate issued.
Feb. 18, 1942	Schedule of debts filed. First and Final account filed.
Feb. 25, 1942	Petition to determine inheritance tax filed. Hearing had. Estate found subject to \$42.22 tax.
Mar. 9, 1942	Acknowledgment of receipt for \$40.54 inheritance tax from Auditor of State filed.
Mar. 3, 1942	Citation to surviving spouse to make election under will issued.
Apr. 4, 1942	Final account approved. (Costs paid.)

The Application for Letters Testamentary of the Estate of Anna Becher recites that said Anna Becher died a resident of Plain Township, Stark County, Ohio, on or about the 12th day of July, 1941, and that said decedent died testate leaving Amos Becher her widower and the following persons her known next of kin:

Walter H. Becher	son
Paul H. Becher	son
Catherine B. Schmucker	daughter

Anna Becher,
Deceased,

to

Amos Becher.

Certificate of Transfer
of Real Estate
Dated Feb. 18, 1942
Rec'd Feb. 25, 1942
Vol. 1361, Page 456

Recites proceedings previously described in this Abstract of the Estate of Anna Becher, Deceased, and further recites that Anna Becher died seized of the following: Situated in the Township of Plain, County of Stark and State of Ohio, and being an undivided one-half (1/2) interest in and to the Northwest Quarter of Section 23, Township 11, Range 8, excepting a tract of about one-half acre, more or less, sold out of said Quarter Section to The Lutheran Church, and excepting part of said Quarter Section described as follows: Beginning at a stone at the Southeast corner of said Quarter; thence North 5 degrees 30' East with the East line of said Quarter 825 feet to a stone; thence North 85 degrees West and parallel with the South line of said Quarter 528 feet to a stone; thence South 5 degrees 30' West and parallel with the East line of said Quarter 825 feet to a stone on the South line of said Quarter; thence South 85 degrees East 528 feet to the place of beginning and containing 10 acres of land, leaving for the tract conveyed 1 1/9 and 1/2 acres of land.

Excepting from the above described tract of land the following described part thereof: Being a part of the Northwest Quarter of Section 23, Township 11, (Plain), Range 8, Stark County, Ohio, and is described as follows:

1. Beginning at a stone at the Northeast corner of said Quarter Section; thence North 86 degrees 10' West along the North line of said section a distance of 1149.7 feet to the true place of beginning of the tract hereby conveyed; thence continuing North 86 degrees 10' West along the section line a distance of 122 feet; thence South 3 degrees 50' West a distance of 400 feet to an iron pin; thence South 86 degrees 10' East a distance of 122 feet to an iron pin; thence North 3 degrees 50' East a distance of 400 feet to the true place of beginning and containing 1.12 acres of land, conveyed to Paul Becher by deed recorded in Volume 1228, Page 487, Stark County, Ohio, Deed Records.

2. And also excepting therefrom a part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, and is described as follows: Beginning at a stone at the Northeast corner of said Quarter Section; thence North 86 degrees 10' West along the North line of said Quarter Section a distance of 1271.7 feet; thence South 3 degrees 50' West a distance of 400 feet to an iron pin at the true place of beginning of the tract hereby conveyed; thence continuing South 3 degrees 50' West a distance of 427 feet to an iron pin; thence South 86 degrees 10' East a distance of 102 feet to an iron pin; thence North 3 degrees 50' East a distance of 427 feet to an iron pin; thence North 86 degrees 50' West a distance of 102 feet to the true place of beginning and containing 1.00 acre of land, conveyed to Walter Becher by deed recorded in Volume 1228, Page 499, Stark County, Ohio, Deed Records, subject to the use of a 40 feet private roadway along the South side of the above described premises and extending Eastwardly and parallel to the North line of said section to the Canton-Middlebranch Road.

Also excepting therefrom the following:

3. Situated in the Township of Plain, County of Stark, and State of Ohio; known as and being a part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, and is described as follows: Beginning at a stone at the Northeast corner of said Quarter Section; thence North 86 degrees 10' West along the North line of said section a distance of 1271.7 feet; thence South 3 degrees 50' West a distance of 400 feet to the true place of beginning of the tract hereby conveyed; thence North 86 degrees 50' West a distance of 20 feet to an iron pin; thence South 3 degrees 50' West a distance of 427 feet to an iron pin; thence South 86 degrees 50' East a distance of 115 feet to an iron pin; thence North 3 degrees 50' East a distance of 427 feet to an iron pin; thence North 86 degrees 50' West a distance of 95 feet to the true place of beginning and containing 1.12 acres of land.

Together with the use of a 40 foot private roadway along the South side of the above described premises and extending Eastwardly and parallel to the North line of said section to the Canton-Middlebranch Road.

Being that part of the above described premises transferred to Amos Becher for life, with remainder over to Catherine B. Schmucker in fee, under the Last Will and Testament of Anna Becher, Deceased.

No. 38

Amos Becher,
Walter H. Becher,
Catherine B. Schmucker,
Edith G. Becher,
Paul H. Becher and
Emma K. Becher,

Supplemental Gas
Storage Agreement
Dated Nov. 1, 1943
Rec'd Jan. 11, 1944
Vol. 1408, Page 394

to

The East Ohio Gas Company.

Covers the premises herein abstracted and other premises.

This agreement is for a period of ten years and so much longer as gas is being produced, stored, withdrawn or held in storage, or oil is found on said premises.

This agreement likewise provides that in the event Lessor shall allot said property or divide it into tracts for the purpose of sale, that in the event any purchaser of sub-lots or tracts of said property desire a release from the operation of this agreement, Lessee will execute such a release upon receipt of notice of a bona fide sale with the exception that this provision shall be void as to any sub-lot or tract upon which Lessee shall have commenced drilling for oil or gas or shall have a producing gas or oil well or fixtures and further in any such release Lessee shall retain an Easement for any pipe line across such land in the same manner as in the original Lease as herein modified.

No. 39

Amos Becher,
no marital status,

Warranty Deed
Dated Nov. 23, 1945
Rec'd Dec. 10, 1945
Vol. 1537, Page 325

to
Walter H. Becher,
Paul H. Becher,
Catherine B. Schmucker.

Conveys an undivided three-fourths (3/4) interest in and to all premises described the same as in Section 37 of this Abstract.

STATE OF OHIO)
)
STARK COUNTY)

SS:

Affidavit
Dated Sep. 27, 1963
Rec'd Sep. 27, 1963
Vol. 2939, Page 503

Before me a Notary Public in and for said County and State personally appeared Walter H. Becher, who after being duly sworn under oath, deposes and says as follows:

That Amos Becher, the grantor in a certain Warranty Deed recorded in Volume 1537, Page 325, Stark County Deed Records, was a widower and not remarried at the time of the execution of said deed.

That said Affiant's mother, Anna Becher, and wife of Amos Becher, became deceased on or about the 12th day of July, 1941; that said Amos Becher, father of this affiant, remained a widower and not remarried until the death of said Amos Becher on or about May 12, 1958.

Further affiant saith naught.

(signed Walter H. Becher)

SWORN to before me and subscribed in my presence this 27th day of September, A. D. 1963.

Carl Shifman - Notary Public

Last Will of
Amos Becher,
Deceased.

Probate Court
Dated July 6, 1939
Probated Feb. 16, 1959
Will Rec. 141, Page 316

I, AMOS BECHER of the Township of Plain, County of Stark and State of Ohio, being of full age and sound mind and memory, do make, publish and declare this to be my Last Will and Testament, hereby revoking and annulling any and all Will or Wills by me heretofore made.

Item 1. I direct that all my just debts and funeral expenses be paid out of my estate as soon as practicable after my decease.

Item 2. (lapsed by death of his wife.)

Item 3. All the rest, residue and remainder of my property, real, personal or mixed, wheresoever situated, of which I may die seized, I give, devise and bequeath to my said wife, Anna Becher, absolutely and in fee simple.

No. 41 cont'd

Item 4. I nominate and appoint my wife, Anna Becher, Executrix of this, my Last Will and Testament.

IN WITNESS WHEREOF, I have hereunto set my hand to this, my Last Will and Testament at Canton, Ohio, this 6th day of July, in the year of our Lord, 1939.

(signed) Amos Becher.

No. 42

Estate of
Amos Becher,
Deceased.

Probate Court
Adm. Doc. 57, Page 13
Case No. 62137

Feb. 6, 1959 Application to probate Will filed.
Hearing set for February 13, 1959 at 9:30 A. M.

Feb. 13, 1959 Journal Entry adjourning hearing to
February 16, 1959.

Feb. 16, 1959 Waiver of next of kin filed.
Hearing had. Will admitted to
probate and record.
Application for Letters and Declination filed.
Bond \$4,000.00 filed and approved.
Letters issued.

Mar. 24, 1959 Proof of publication filed.

May 15, 1959 Inventory, appraisement and waiver filed.

May 26, 1959 Hearing had. Inventory and appraisement
approved and confirmed.

May 25, 1959 Petition to determine inheritance tax filed.

June 5, 1959 Hearing had. Estate found subject to tax
of \$437.18.

June 25, 1959 Acknowledgment of receipt of \$440.09
inheritance tax filed from Auditor of State.

Sep. 23, 1963 First and final account filed.

Application for Letters of Administration With the Will
Annexed recites that Amos Becher died testate on or about May 16,
1958, a resident of Plain Township, Stark County, Ohio, leaving
no surviving spouse and the following his next of kin:

Walter H. Becher	son
Paul H. Becher	son
Catherine B. Schmucker	daughter

Amos Becher,
Deceased,

to

Walter H. Becher,
Paul H. Becher,
Catherine B. Schmucker.

Application for Transfer
of Real Estate Devised
Dated Aug. 6, 1959
Rec'd Aug. 7, 1959
Vol. 2661, Page 617

Recites proceedings heretofore noted in the Estate of Amos
Becher and notes an undivided one-fourth (1/4) interest in
premises previously described in Section 37 of this Abstract as
passing to Walter H. Becher, Paul H. Becher and Catherine B.
Schmucker.

Walter H. Becher and
Edith G., his wife,
Paul H. Becher and
Emma K., his wife, and
Catherine B. Schmucker,
unmarried,

to

R. Dennis Cullen.

Warranty Deed \$1.00
Dated Sep. 27, 1963
Rec'd Sep. 27, 1963
Vol. 2966, Page 442

Conveys part of the Northwest Quarter of Section 23, Township
11 (Plain), Range 8, Stark County, Ohio, described as follows:
Beginning at the Southwest corner of said Quarter Section; thence
North 5 degrees 45' East and along the West line of said Quarter Sec-
tion 2658.67 feet to an iron pin in the Northwest corner of said
Quarter Section and the center line of 55th Street, N. E.; thence
South 84 degrees 33' 30" East and along the North line of said Quarter
Section and the center line of 55th Street, N. W., 380 feet to an
iron pin; thence South 5 degrees 45' West and parallel to the West line
of said Quarter Section 2662.92 feet to an iron pin in the South
line of said Quarter Section; thence North 83 degrees 55' West and along

No. 45 cont'd

the South line of said Quarter Section for 380 feet to an iron pin in the Southwest corner of said Quarter Section and the true place of beginning of the tract herein described and containing 23.21 acres of land, subject to all legal highways.

This conveyance is made subject to a right of way to The East Ohio Gas Company, recorded in Volume 1198, Page 329; an Easement to The Ohio Power Company, recorded in Volume 1236, Page 290; a right of way to The East Ohio Gas Company, recorded in Volume 1309, Page 164; a Supplemental Gas Storage Agreement to The East Ohio Gas Company, recorded in Volume 1408, Page 394 and a Lease to The East Ohio Gas Company, recorded in Lease Record 32, Page 407, all of the Records of Stark County, Ohio.

Grantors, their heirs and assigns, hereby reserve unto themselves, their heirs and assigns all right, title and interest including all income, royalties and revenue arising therefrom to said Lease to The East Ohio Gas Company, recorded in Lease Record 32, Page 407, and said Supplemental Gas Storage Agreement with The East Ohio Gas Company, recorded in Volume 1408, Page 394 of the Stark County, Ohio Records or subsequent agreements with The East Ohio Gas Company or their assigns, be the same more or less, but subject to all legal highways and zoning restrictions.

No. 46

Dunloe Estates No. 1,
in Plain Township,
Stark County, Ohio.

PLAT
Dated Nov. 6, 1963
Rec'd Feb. 17, 1964
Plat Book 35, Page 89

Laid out by R. Dennis Cullen upon the premises described in the foregoing Section of this Abstract.

Lot No. 33 fronts 100 feet on the East side of Linford Avenue and the South side of said lot adjoins the North side of 54th Street.

Said Plat indicates a 40 foot front building line and a 40 foot building line on the South side thereof. Also an 8 foot easement along the rear of said lot for public utilities.

L I E N S

No. 47

Hiram H. Housel,
to
Jacob Kettering

Mortgage \$7,500.00
Dated April 1, 1869
Volume 105, Page 278
CANCELLED

No. 48

Jacob Grosenbaugh,
to
Peter Troxel.

Mortgage \$2,560.00
Dated Feb. 26, 1880
Vol. 166, Page 59
CANCELLED

No. 49

Amos Becher and
Anna M., his wife,
to
The East Ohio Gas Co.

Lease
Dated Sep. 4, 1929
Rec'd Sep. 4, 1929
Lease Rec. 32, Page 407
NOT CANCELLED

Leases for the sole and only purpose of drilling and operating for oil and gas and all the constituents thereof, all that certain tract of land, situated in Plain Township, Section 22 and 23, in Stark County, Ohio, bounded substantially as follows: North by lands of the Public Highway, East by lands of the Public Highway, South by lands of Boli Bros., M. C. Greer, and West by lands of The Wheeling & Lake Erie Railroad, containing 206 acres, more or less.

For a term of 10 years and so much longer as oil or gas or their constituents is or are found on said premises in paying quantities in the judgment of the Lessee.

No land contracts. No mechanic's liens. No financing statements or security interest liens.

There are no federal tax liens, personal tax liens, recognition bond liens, unemployment compensation liens, Division of Aid for the Aged liens, or Workmen's Compensation Liens.

There are no judgments, pending suits or foreign executions which are living liens against the premises in question.

There are no other matters in the Probate Court which in any manner affect the title to the premises herein Abstracted, except as herein shown.

TAXES: December 1963 paid,
not split.

ASSESSMENTS: None shown on the tax duplicate.

* * * * *

We hereby certify that the foregoing ABSTRACT OF THE TITLE was collated by us from the Official Records of Stark County, and that we 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.

CANTON, OHIO
February 17, 1964.

STARK COUNTY ABSTRACT COMPANY

By Carl Shifman
Attorney and Abstractor.

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

No. 51

There are no deeds or other conveyances by R. Dennis Cullen for Lot No. 33 in Dunloe Estates No. 1, Plain Township, Stark County, Ohio. EXCEPTING THEREFROM 10 feet off the entire North side thereof.

No. 52

R. Dennis Cullen,

to

Dunloe Estates No. 1,
Plain Township,
Stark County, Ohio.

Conditions and
Restrictive Covenants
Dated Feb. 26, 1964
Rec'd Feb. 27, 1964
Vol. 2940, Page 243

Whereas, R. Dennis Cullen, as owner of a tract of land in the Northeast Quarter of Section 22, Township 11, Range 8, Plain Township, Stark County, Ohio, containing 23.21 acres of land, has dedicated said entire parcel of land and laid out an allotment therein containing 56 lots and being numbered as Lots Nos. 1 through 56 inclusive in said allotment, which allotment is known as "DUNLOE ESTATES NO. 1", the plat of said allotment having been filed for record on February 17, 1964, and recorded in Flat Book 35, Page 89 of the Plat Records of Stark County, Ohio, and

Whereas, said R. Dennis Cullen is contemplating the sale of the lots in said "DUNLOE ESTATES NO. 1", to the general public, and in order to protect himself and all future owners of the lots in said allotment and in consideration for the purchase of said lots by any and all future purchasers, said R. Dennis Cullen does hereby establish the following conditions and restrictions covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of himself and any future grantees, their heirs, successors, and assigns, and for the benefit and protection of all present and future owners of property in the "DUNLOE ESTATES NO. 1", said conditions and restrictions shall be

determined as covenants running with the land.

The conditions, restrictions and protective covenants hereby, and by these presents established, are as follows:

1. No lot or any part thereof shall be used except for residential purposes only and there shall be not more than one residence with more than one garage placed or maintained on any one lot at any one time.

2. No building or structure of any kind shall ever be moved on any lot.

3. No residence or dwelling shall be placed on any lot, the size of which shall be less than 988 square feet of finished floor space above basement level for a one-floor plan house and less than 576 square feet of finished floor space above basement level for each floor of a full two-story house. Any house less than full two-stories must have at least 988 square feet of finished floor space on the first floor or ground level floor. Outside house measurements are to be used to determine floor areas.

4. No building of any kind shall be erected on any lot described herein, the front line of which, including porches, steps excepted, is nearer to the front line thereof than 40 feet, and no building shall be erected nearer to the side lines of any adjoining lot than that which is established by the Plain Township Zoning Regulations governing the same, (this building restriction being intended for the benefit of adjoining property owners and where a dwelling is built on a piece of land larger than a single platted lot, this restriction shall apply to the outside lines of said piece of land.)

Said side line restrictions may be altered upon the written consent of Norman Gastman or R. Dennis Cullen, if in their opinion, they or either one of them deems it necessary, and

provided further, a variance has first been obtained for such side line modifications from the Plain Township Zoning Authorities,

5. The erection of any building on said premises must be completed within one (1) year from the beginning of building operations.

6. No dwelling shall be permitted to be erected on any lot, the valuation of which is less than Fifteen Thousand Five Hundred Dollars (\$15,500.00), including the lot value based upon values prevailing on the date these covenants are recorded.

7. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No buildings of any kind may be erected or maintained on any of the lots in "DUNLOE ESTATES NO. 1", until the plans and specifications, elevation, location, materials and grade thereof, have been submitted to either Norman Gastman or R. Dennis Cullen, and such plans, specifications, etc., are approved in writing by either Norman Gastman or R. Dennis Cullen.

10. These conditions and restrictions may be altered and modified by the written consent of the owners of 51 per cent of the lots in "DUNLOE ESTATES NO. 1."

In Witness Whereof, the said R. Dennis Cullen has hereunto set his hand this 26th day of February, 1964.

SIGNED IN THE PRESENCE OF:

(s) Carl Shifman

(s) R. Dennis Cullen

(s) Edward A. Mahoney, Sr.

STATE OF OHIO)
) SS:
STARK COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared the above named R. Dennis Cullen, 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 set my hand and official seal at Canton, Ohio, this 26th day of February, 1964.

(s) Carl Shifman
Carl Shifman - Notary Public

No. 54

Jeanne M. Cullen,

to

R. Dennis Cullen,
her husband.

Power of Attorney
Dated Feb. 18, 1964
Rec'd Feb. 27, 1964
P. A. Rec. 10, Page 139

Constitutes and appoints R. Dennis Cullen, her husband, her true and lawful attorney for her and in her name, place and stead, to remise, release and forever quit claim all of her right and expectancy of dower in all of the lots in Dunloe Estates No. 1, Plain Township, Stark County, Ohio, as recorded in Plat Book 33, Page 89 of the Stark County Plat Records, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue thereof.

L I E N S

No. 54

No mortgages.

No.55

There are no land contracts, leases or mechanic's liens, and no Uniform Commercial Code liens.

There are no federal tax liens, personal tax liens, recognizance bond liens, unemployment compensation liens, workmen's compensation liens or Division of Aid for the Aged liens.

There are no judgments, pending suits or foreign executions which are living liens against the premises abstracted.

There are no matters pending in Probate Court which in any manner affect the title to the premises herein abstracted.

TAXES: June 1965 paid, not split.

ASSESSMENTS: None shown on the tax duplicate.

We hereby certify that the foregoing CONTINUATION was collated by us from the Official Records of Stark County, Ohio, and that we believe the same is correct and shows every instrument, or matter 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, since and including February 17, 1964.

STARK COUNTY ABSTRACT COMPANY

CANTON, OHIO
November 17, 1965.

By Carl Shifman
Attorney and Abstractor.

SHORT FORM CONTINUATION

No. 56

R. Dennis Cullen
and wife,
to
Norman Gastman.

Warranty Deed \$1.00
Dated Nov. 18, 1965
Rec'd Nov. 19, 1965
Vol. 3118, Page 627

Conveys Lot No. 33 in Dunloe Estates No. 1, EXCEPTING THERE-
FROM 10 feet off the entire North side thereof, Plain Township,
Stark County, Ohio.

Subject to the oil and gas lease, easement, rights-of-way,
supplemental gas storage agreement and reservation set forth and
referred to in a deed from Walter H. Becher, et al, to R. Dennis
Cullen, dated September 27, 1963, and recorded in Volume 2966,
Page 442 of the Stark County Deed Records.

Also subject to the conditions and restrictive covenants
dated February 26, 1964, and recorded in Volume 2940, Page 243 of
the Stark County Records.

Norman Gastman and
Bessie Pearl, his wife
to
The Home Savings and
Loan Company.

Mortgage \$18,800.00
Dated Nov. 19, 1965
Rec'd Nov. 19, 1965
Vol. 3139, Page 449
NOT CANCELLED

Covers said premises and secures a loan for \$18,800.00, with
interest at 6 per cent per annum, payable under construction loan
plan.

We 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
Indexes in the several County Offices in and for Stark County, Ohio,
and that our 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
November 18, 1965.

CANTON, OHIO
November 20, 1965,
at 8:00 A. M.

STARK COUNTY ABSTRACT COMPANY

By Attorney L. Nebel
Attorney and Abstractor

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

No. 58

There are no deeds or other conveyances by Norman Gastman for Lot No. 33 in Dunloe Estates No. 1, Plain Township, Stark County, Ohio, EXCEPTING THEREFROM 10 feet off the entire North side thereof.

No. 59

Bessie Pearl Gastman,
to
Norman Gastman,
her husband.

Power of Attorney
Dated Feb. 8, 1951
Rec'd Feb. 8, 1951
P.A. Rec. 6, Page 145

Constitutes and appoints Norman Gastman, her husband, her true and lawful attorney for her and in her name, place and stead to bargain, sell and convey any and all real estate, wherever situated, now owned or hereafter acquired, or whether belonging to her individually or in common with other, or any real estate now owned or hereafter acquired by either herself or her husband, for such prices and terms and to such persons or person as he may deem proper, and to execute, acknowledge and deliver all necessary contracts, deeds, conveyances and releases of dower, and to insert therein such covenants, provisions, and conditions as he may deem proper.

To borrow from time to time such sums of money, for such periods at such rates of interest and other terms and conditions and upon the security of such part of all of his or my property, real and personal now owned or hereafter acquired by either of us, he may deem best and to execute, acknowledge and deliver all the necessary notes, mortgages or other instruments of conveyance and incumbrance, containing such provisions, clauses, covenants, agreements and warranties as he may deem best to evidence the loans so procured, and to secure the same.

Hereby ratifying and confirming all that he shall lawfully do or cause to be done by virtue thereof.

L I E N S

No. 60

No Mortgages.

No. 61

There are no land contracts, leases or mechanic's liens, and no financing statements or security interest liens.

There are no federal tax liens, personal tax liens, recognition bond liens, unemployment compensation liens, workmen's compensation liens or Division of Aid for the Aged liens.

There are no judgments, pending suits or foreign executions which are living liens against the premises abstracted. There are no Ohio Sales Tax liens.

There are no matters pending in Probate Court which in any manner affect the title to the premises herein abstracted.

TAXES: June 1966 paid.

ASSESSMENTS: None shown on the tax duplicate.

We hereby certify that the foregoing CONTINUATION was collated by us from the Official Records of Stark County, Ohio, and that we believe the same is correct and shows every instrument, or matter 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, since and including November 20, 1965.

CANTON, OHIO

STARK COUNTY ABSTRACT COMPANY

October 19, 1966.

By Charles Shifman
Attorney and Abstractor

Continuation to an Abstract of Title beginning October 19, 1966 and relating to Lot #33 in Dunloe Estates #1, excepting therefrom 10 feet off the entire North side thereof in Plain Township, Stark County, Ohio and ending at the date and time shown at the end hereof.

No. 62

Norman Gastman and Bessie Pearl,
his wife by Norman Gastman, her
Attorney in Fact

Warranty Deed
S. & A. October 20, 1966
Rec. October 20, 1966
Vol. 3191, Page 148

to

Virginia T. Oyler

Conveys Lot No. 33 in Dunloe Estates No. 1, EXCEPTING THEREFROM 10 feet off the entire North side thereof, Plain Township, Stark County, Ohio.

Subject to the oil and gas lease, easement, rights-of-way, supplemental gas storage agreement and reservation set forth and referred to in a deed from Walter H. Becher, et al, to R. Dennis Cullen, dated September 27, 1963, and recorded in Volume 2966, Page 442 of the Stark County Deed Records.

Also subject to the conditions and restrictive covenants dated February 26, 1964, and recorded in Volume 2940, Page 243 of the Stark County Records.

LIENS

No. 63

Virginia T. Oyler and
Otto I, her husband

Open-end Mortgage \$18,300.00
S. & A. October 20, 1966
Rec. October 20, 1966
Vol. 3207, Page 364
Not cancelled

to

The Citizens Savings Association
of Canton

No. 64

No mechanics liens, leases, judgments, foreign executions or pending suits.

No Federal or personal property tax liens. No bond, unemployment compensation or workmen's compensation liens.

The following TAX AND ASSESSMENT data appear on the current Treasurer's Duplicate.

Taxes: Whole Lot #33 - June 1966 in the amount of \$15.21 are paid.
Assessments: None shown on the Treasurer's Duplicate.

No. 64 - Continued

Except as shown above, no search has been made for street, sewer, or other special assessments nor for suits or judgments in Courts other than the Common Pleas Court of Stark County, Ohio.

We hereby certify that we have collated the foregoing CONTINUATION from the Official Records of Stark County, Ohio, and that we believe the same shows every instrument of record affecting the title to said premises as shown by the General Indexes in the various County Offices; that all instruments shown herein are regular in form and properly executed unless otherwise noted.

Prepared by a member of The Ohio Title Association.

STARK COUNTY TITLE COMPANY

By: Evelyn M. Korba

Canton, Ohio
October 20, 1966
4:30 P.M.

Plain Township Historical Society

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

No. 65

No Deeds to Lot No. 33 in Dunloe Estates #1, except 10 feet off the North Side thereof, in Plain Township, Stark County, Ohio, from Virginia T. Oyler, since and including October 20, 1966.

No. 66

NO MORTGAGES

No. 67

NO LEASES OR MECHANICS LIENS

No. 68

NO SECURITY OR FINANCIAL STATEMENT LIENS

No. 69

No Pending Suits, Living Judgments or Foreign Executions, which are living liens on the premises in question.

No. 70

Taxes, December, 1968 \$185.48 Not Paid
No Special Assessments listed on Tax Duplicate

No. 71

No Bond, Personal or Federal Tax Liens
No Unemployment Compensation Liens
No Old Age Assistance Liens
No Matters of Probate

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 October 20, 1966 as shown by the General Indexes in the several County Offices, in and for said County.

Canton, Ohio
February 13, 1969
8:30 A.M.

Joseph K. Ducey

Attorney