

ABSTRACT OF TITLE

Lot No. 98 LAWR-CHESTER ALLOTMENT NO. 2

Plain Township,

Stark County, Ohio.

Property of
Plain Township
Historical Society

08.03.01

Property of
Plain Township
Historical Society

Plain Township Historical Society

QUINN, QUINN & HILLIBISH,
Attorneys at Law
1004 First National Bank Bldg.
Canton 2, Ohio

By: Robert F. Hillibish

ABSTRACT OF TITLE to Lot No. 98 in the Lawr-Chester Allotment, No. 2,
Plain Township, Stark County, Ohio, as shown and delineated upon the Plat of said Allotment
recorded in Volume 33, Page 13, Stark County, Ohio Plat Records.

NO. 2

James Madison,
President of U. S.,
to
Christopher Henny

Government Patent
Dated Oct. 7th, 1812
Rec. Mich. 11th, 1836
Vol. 219, page 260

Conveys the West 1/2 of Section #3, Township # 11, Range # 8.

NO. 3

Christopher Henney &
Elizabeth Henny
Husband and Wife
to
William Henny

General Warranty Deed
Signed May 22nd, 1820
Ack. March 15th, 1828
Rec. May 2nd, 1828
Vol. "G", page 386

The South part and the one equal third of the West 1/2 of Section # 3,
Township # 11, Range # 8, of the lands directed to be sold at Steubenville and con-
taining 112 21/100 acres.

NOTE: No acknowledgment to signature of Christopher Henney

Part of acknowledgment reads as follows: "Came John Krider and Henry
Krimer, who being sworn and examined say that they saw Christopher Henney, the
above signer, sign, seal and deliver the foregoing instrument of writing as his act
and deed and they further say that each of them signed the same as a witness and
also saw the other sign his name as a witness.

Wife properly acknowledged.

NO. 4

William Henney &
Mary, his wife
to
Benjamin Spangler

General Warranty Deed
S & A Apr. 4th, 1839
Rec. May 31st, 1839
Vol. "U", page 492

Same description as above, "excepting 7 acres 20 rods heretofore sold
to Henry Hull and also excepting a small lot of ground on the south line of said 1/2
Section heretofore granted as a graveyard."

NO. 5

Benjamin Spangler &
Margaret Prisilla,
his wife
to
Michael Spangler

General Warranty Deed
S & A Nov. 4th, 1841
Rec. May 3rd, 1842
Vol. 27, page 615

Same description as above.

Michael Spangler &
Salome, his wife
to
S. Weidler Bard

General Warranty Deed
S & A Mch. 30th, 1864
Rec. Apr. 5th, 1864
Vol. 84, page 166

Same description as above, "Containing about 108 acres."

NO. 7

S. Weidler Bard &
Susannah, his wife
to
William Williams

General Warranty Deed
S & A Apr. 1st, 1872
Rec. Apr. 12th, 1872
Vol. 117, page 228

Same description as above.

NO. 8

William Williams'
Estate

1883, Mch. 17th, Application filed.
1883, Mch. 17th, John F. Niesz, Administrator.
1883, Mch. 17th, Bond \$1,000.00, Henry
Sponsellor & William Niesz
sureties.
1883, Mch. 17th, Bond filed and approved.
1883, Mch. 17th, Letters issued.
1883, Mch. 17th, Inventory and appraisement
filed.
1884, Sept. 13th, Final account filed.
Administrator's Docket "F",
page 490. Stark County
Probate Office.

Application does not recite who were the heirs of William Williams,
deceased.

NO. 9

Hiram P. Williams &
Mary, his wife
to
Jerry Smith

Quit Claim
S & A Mch. 17th and Apr. 24th, 1883
Rec. Apr. 28th, 1883
Vol. 193, page 493

"My right, title and interest in and to the estate, both real and personal of
William Williams, deceased, and which I have or to which I am entitled as a child and
heir of the said William Williams, deceased."

NO. 10

Jerry Smith
to
Mary Williams

Quit Claim
S & A Apr. 28th, 1883
Rec. Apr. 28th, 1883
Vol. 193, page 495

Same description as above.

NOTE: Grantor's name is given as "Jeremiah Smith" in body of deed and
acknowledgment, but he signs as above.

Anna B. Numan &
Walter H. Numan
Husband and Wife
Kiram F. Williams &
Mary Williams
Husband and Wife
William B. Williams &
Adiline B. Williams
Husband and Wife
to
Lucinda Meyers

Quit Claim
S & A July 11th, 13th, and 14th, 1883
Rec. July 21st, 1883
Vol. 197, page 416

"The South 1/3 of the West 1/2 of Section #3, Township #11, Range #8, except therefrom a tract of 7 acres and 20 perches now owned by Samuel J. Miller, in the north west corner of said 1/3, the said Mary Williams conveying all her interest in said premises, other than dower, which she may own by virtue of any conveyance to her directly or indirectly by Hiram F. Williams or otherwise."

In Dower Release said Mary Williams also releases her dower interest in said premises.

NOTE: Grantors' names given in body of deed and acknowledgment as "Anna Bell Numan" "Adaline A. Williams" and "Adaline E. Williams", but they sign as above.

NO. 12

Caroline Williams
to
Lucinda E. Meyers

Quit Claim
S & A Oct. 5th, 1885
Rec. Oct. 6th, 1885
Vol. 215, page 535

Same description as heading of Abstract. Deed recites that Caroline Williams is the widow of William Williams, deceased.

NO. 13

Lucinda E. Meyer
vs.
Marcus T. Meyer

Divorce
1889, Oct. 10th, Petition and prae filed.
1889, Oct. 10th, Injunction allowed
1889, Oct. 10th, Summons and copy petition issued.
1889, Oct. 11th, Summons returned endorsed.
1889, Nov. 29th, Leave to answer by December 7th, 1889.
1889, Dec. 7th Answer and cross petition and prae filed.
1889, Dec. 7th, Summons and copy answer and cross petition filed.
1889, Dec. 7th, Summons returned endorsed
1889, Dec. 24th, Defense on behalf of Defendant filed.
1890, Jan. 4th, Defense on behalf of defendant filed.
1890, Jan. 6th, Defense on behalf of defendant filed.
1890, Feb. 3rd, Leave to reply by first Saturday.
1890, Feb. 10th, Reply filed.
1890, Apr. 28th, Deposition on behalf of defendant filed.
1890, May 9th, Deposition on behalf of defendant filed.
1890, May 15th, Trial to Court, decree for divorce, alimony, etc.

Appearance Docket 62, page 6602.
Civil Record 114, page 19.
Stark County Clerk's Office.

DECREE: "It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Lucinda E. Meyer and Marcus T. Meyer and the same hereby is dissolved and both parties are released from the obligations of the same."

DECREE: "The Court finds that the plaintiff is the owner in her own right as aforesaid of (tract in question) and the same is hereby restored to her, divested of all and every claim, title or interest by courtesy, dower or otherwise, of her said husband, Marcus T. Meyer, and it is further ordered and adjudged that the plaintiff, Lucinda E. Meyer pay or cause to be paid, according to its tenor, the said mortgage thereon and that the defendant, Marcus T. Meyer be by her saved harmless from the payment of the same or any part thereof or the note evidencing said indebtedness."

NO. 14

Original field notes in Stark County Surveyor's Office show that Section #3, Township #11, Range #8, contains 686.90 acres therefrom the South 1/3 of the West 1/2 of Section #3, Township #11, Range #8, would contain 114.48 1/3 acres.

NO. 15

Lucinda E. Meyer

to

John K. Gottshall

Warranty Deed, \$7000.00
Dated, Sept. 25, 1893
Filed, Sept. 26, 1893
Vol. 307, page 225

Conveys "Situated in the County of Stark and State of Ohio, and known as and being the South one-third part of the West one-half of Section 3, Township 11 (Plain), excepting therefrom 7 acres and 20 perches heretofore set off to Henry Hull and formerly owned by Samuel J. Miller, and also excepting a small lot of ground on the South side of said one-half section heretofore granted for a graveyard, leaving the amount hereby conveyed about one hundred and eight acres."

NO. 16

FOR REFERENCE:

The description of the excepted part of 7 acres and 20 perches referred to in the deed above is described as follows in Vol. 253, p. 243;

"Situated in the County of Stark and State of Ohio, and known as part of the Southwest Quarter of Section 3, Township 11, Range 8, beginning at a point on the West line of said quarter 113 1/3 perches North of the Southwest corner of said quarter thence East 38 perches; thence South parallel with the West quarter line 30 perches; thence West 38 perches to the West line of said quarter; thence North 30 perches along said West line to the place of beginning, containing 7 acres and 20 perches.

No. 17

Last Will and Testament

of

John K. Gottshall, deceased

Dated, Nov. 22, 1906
Probated, June 14, 1912
Will Rec. 28, P. 221

"Last Will and Testament of John K. Gottshall

I, John K. Gottshall, being of full age and sound mind, do hereby make, publish and declare this my last will and testament as follows:

Item One: I hereby direct my executrix hereinafter named to pay all my just debts and funeral expense.

Item Two: I direct my executrix to erect a suitable monument for my wife and myself on out lot in West Lawn Cemetery, Canton, Ohio, the same to cost not less than Two Hundred Dollars.

Item Three: I do hereby give, devise and bequeath all of my property of whatsoever kind and wheresoever situated to my beloved wife, Elizabeth Gottshall during her natural life. After her death I desire that the same shall all become the property of my niece, Mary A. Bomm who now resides with me, and that it shall be her own property absolutely.

Item Four: Item Three above is subject to this condition, only, that if my brother, Sylvanus H. Gottshall survives me, then my executrix shall pay to him the sum of Five Hundred Dollars.

Item Five: I do hereby nominate and appoint my said niece Mary A. Bomm executrix of this my last will and testament, and direct that she serve without giving bond, and that no appraisalment of my said estate be made.

Item Six: I do hereby revoke all former wills and codicils by me made.

In Witness Whereof, I have hereunto set my hand this twenty-second day of November, 1906."

(Signed) John K. Gottshall.

NO. 18

Estate of John K. Gottshall,
deceased.

1912, June 14,	Will probated.
" June 14,	Application for letters filed. Mary Bomm Smith, Executrix
" June 14,	Bond waived by will. Letters issued.
" June 14,	Widow in open Court elects to take under will.
" July 8,	Inventory filed. These premises listed and appraised at \$10,000.
" July 15,	Proof of publication filed.
1913, July 22,	Final Account filed. Shows payment of \$500.00 bequest to Sylvanus Gottshall and \$200.00 for monument. (Court costs paid).

Estate No. 9898

Admr. Doc. "M" p. 245.

NO. 19

Application for Letters Testamentary states that John K. Gottshall died, testate, on May 6, 1912, leaving the following heirs and next of kin:

Elizabeth Gottshall	widow
Jacob F. Gottshall	brother
Sylvanus Gottshall	brother
Solomon Gottshall	brother

NO. 20

John K. Gottshall, Testator
to
Elizabeth Gottshall, Devisee

Certificate of Real Estate Devised
Dated July 9, 1912
Filed, August 7, 1912
Vol. 429, page 304

Recites that on June 14, 1912 the Last Will and Testament of John K. Gottshall was admitted to Probate in Stark County, Ohio, and recorded in Vol. 28, p. 27 that by the terms of said will all real estate was devised to Elizabeth Gottshall during her natural life and then to Mary A. Bomm in fee simple.

Last Will and Testament

of

Elizabeth Gottshall

Dated, Nov. 22, 1906
Probated, Nov. 16, 1932
Will Rec. 65, p. 143

"Last Will and Testament of Elizabeth Gottshall

I, Elizabeth Gottshall being of full age and sound mind do hereby make and publish and declare this my last will and testament as follows:

- Item One: I hereby revoke all former wills and codicils by me made.
- Item Two: I hereby appoint my niece Mary A. Bomm, who now resides with me executrix of this my last will and testament, and direct that she serve without giving bond, and that no appraisement be made of my estate.
- Item Three: I do hereby give, devise and bequeath all of my property of whatsoever kind and wheresoever situated to my said niece, Mary A. Bomm to be her own property absolutely.

In Testimony whereof I have hereunto set my hand this Twenty-second day of November, A. D. 1906.

(Signed) Elizabeth Gottshall.

NO. 22

Estate of Elizabeth Gottshall,
deceased

Estate No. 24784

Admr. Doc. "Y" page 536

1932, Nov. 8, Application to probate will filed.

" Nov. 16, Will admitted to probate and record.

" Nov. 16, Application for letters filed. Mary Bomm Smith, Executrix.

" Nov. 16, Bond waived by will, Letters issued.

" Nov. 28, Inventory filed. Lists the premises here abstracted.

" Dec. 17, Proof of publication filed.

1933, Jan. 5, Schedule of debts filed and approved.

" July 12, Final account filed. Shows payment of all debts.

Executrix released and discharged.

" Jan 16, Inheritance tax paid.
(Court costs paid.)

NO. 23

Application for Letters Testamentary states that Elizabeth Gottshall died on October 25, 1932, leaving no widower and leaving thirteen nephews and nieces, more or less, but only one devisee, to-wit: Mary Bomm Smith.

NO. 24

Mary A. Bomm was married to Ervin E. Smith on September 10, 1908.

See Marriage record 23, page 44.

John K. Gottshall, deceased
to
Mary B. Smith, Devisee

Transfer of Real Estate devised
Dated, Sept. 6, 1933
Filed, Sept. 6, 1933
Vol. 1095, page 284

Recites that by the terms of the will of John K. Gottshall recorded in Vol. 28, page 221, all real estate of the decedent was devised to Mary B. Smith; that said premises so devised was as described at Section 15 above except that the acreage here is given as 104.5 acres. Prays for the transfer of said premises to Mary B. Smith.

NO. 26

By Warranty Deed dated August 13, 1936, filed September 10, 1936 and recorded in Vol. 1163, page 213, Mary B. Smith conveyed to Frank S. Van Dyke the following described premises:

"Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Southwest quarter of Section No. 3, Township No. 11 (Plain), and Range No. 8, Stark County, Ohio, and is described as follows: Beginning at an iron pin at the Southeast corner of said quarter section; thence Westwardly along the South line of said quarter section a distance of 120 feet; thence Northwardly, parallel to the East line of said quarter section a distance of 435.6 feet; thence Eastwardly and parallel to the South line of said quarter section, a distance of 120 feet to a point in the East line of said quarter section; thence Southwardly along the East line of said quarter section a distance of 435.6 feet to the place of beginning, containing 1.20 acres."

Excepting however the Grantor reserves unto herself, her heirs and assigns, all the coal, oil, gas, clay and other minerals lying in, upon and under the above described real estate with the right to enter upon the above described premises to mine and remove the same."

NO. 27

By warranty deed dated October 11, 1938, filed October 24, 1938 and recorded in Vol. 1216, p. 219, Mary B. Smith conveyed to Frank S. Van Dyke the following described premises:

"Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Southwest quarter of Section No. 3, Township No. 11 (Plain), and Range No. 8, Stark County, Ohio, and is described as follows: Beginning at an iron pin on the East line of said quarter section 435.6 feet North of the Southeast corner of said quarter section; thence Westwardly, parallel with the South line of said quarter section a distance of 120 feet; thence Northwardly and parallel to the East line of said quarter section a distance of 290.4 feet; thence Eastwardly and parallel to the South line a distance of 120 feet to a point in the East line of said quarter section; thence Southwardly along the East line of said quarter section a distance of 290.4 feet to the place of beginning, containing .80 acre of land."

Excepting however the Grantor reserves unto herself, her heirs and assigns, all the coal, oil, gas, clay and other minerals lying in, upon and under the above described real estate with the right to enter upon the above described premises to mine and remove the same."

NO. 28

By Warranty Deed dated October 11, 1938, filed October 24, 1938 and recorded in Vol. 1216, page 220, Mary B. Smith, conveyed to Howard A. Noble and Blanch Noble, the following described premises:

"Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Southwest quarter of Section No. 3, Township No. 11, (Plain) and Range No. 8, Stark County, Ohio, and is described as follows: Beginning at an iron pin in the South line of said quarter section, 120 feet Westwardly from the Southeast corner of said quarter section; thence Westwardly along the South line of said quarter section a distance of 120 feet; thence Northwardly and parallel to the East line of said quarter section, a distance of 726 feet; thence Eastwardly and parallel to the South line of said quarter section a distance of 120 feet; thence Southwardly and

parallel to the East line of said quarter section a distance of 726 feet to the place of beginning, and containing exactly 2 acres of land."

Excepting however the grantor reserves unto herself, her heirs, and assigns, all the coal, oil, gas, clay and other minerals lying in, upon and under the above described real estate with the right to enter upon the above described premises to mine and remove the same."

NO. 29

Mary B. Smith, formerly
Mary A. Bomm, a widow
to
Edith E. Eicher

Warranty Deed
S & A April 12, 1944
R f R April 24, 1944
Vol. 1446, page 484

Conveys premises as follows: Known as and being a part of the Southwest Quarter of Section 3, Township 11, North (Plain), Range 8 West, County of Stark and State of Ohio, and more particularly described as follows: Beginning at the Southwest corner of said Southwest Quarter of Section 3; thence with the South line of said Quarter, South 85 degrees 50 minutes East 2458.6 feet; thence parallel to the East line of said quarter, North 3 degrees 56 minutes East 726 feet; thence parallel to the South line of said quarter South 85 degrees 50 minutes East 240 feet to the East line of said quarter; thence with said East line, North 3 degrees 56 minutes East 1147.4 feet to a stone; thence North 85 degrees 42 minutes west 2057 feet; thence parallel to the West line of said quarter, South 4 degrees 27 minutes West 505.5 feet; thence North 85 degrees 42 minutes West 627 feet to the West line of said quarter; thence with said West line South 4 degrees 27 minutes West 1374.94 feet to the place of beginning. The above described tract contains 104.85 acres more or less.

NO. 30

Mary B. Smith	1944 Mar. 28	Petition filed.
vs	1944 Mar. 28	Affidavit for publication filed.
William Henney and the	1944 Mar. 28	Publication ordered.
unknown heirs, devisees,	1944 May 5	Affidavit of publication filed.
legatees, administrators,	1944 Aug. 17	Decree quieting title.
executors and assigns of		Costs paid.
William Henney, deceased,		
John Doe and the unknown		
heirs, devisees, legatees,		
administrators, executors		
and assigns of John Doe,		
deceased.		
Doc. 193, page 84853		

NOTE:

See copies of Petition and decree attached hereto.

Affidavit of Publication shows notice to Defendants given by publishing in the Canton Repository March 29, April 5, 12, 19, 26, May 3, 1944.

STATE OF OHIO
SS:
STARK COUNTY

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO

MARY B. SMITH)
Canton, Ohio)

Plaintiff)

vs)

WILLIAM HENNEY and the)
unknown heirs, devisees,)
legatees, administrators,)
executors and assigns of)
William Henney, deceased,)
and also JOHN DOE and the)
unknown heirs, devisees,)
legatees, administrators,)
executors and assigns of)
John Doe, deceased.)

Defendants)

P E T I T I O N

To quiet title to Real Estate

---oo0oo---

Plaintiff says that she is the owner in fee simple and in actual possession of the following real estate situated in the Township of Plain, County of Stark and State of Ohio, and bounded and described as follows:

Known as and being the South one-third part of the West one-half of Section No. 3, Township No. 11, Range No. 8, Plain Township, Stark County, Ohio.

Excepting therefrom the following described premises: Beginning at a point on the West line of said section 113 1/3 perches North of the Southwest corner thereof; thence East 38 perches; thence South parallel with the West section line 30 perches; thence West 38 perches to the West line of said section; thence North 30 perches along said West line to the place of beginning, containing 7 acres and 20 perches. And also excepting therefrom the following described premises: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the South west quarter of Section No. 3, Township No. 11, Range No. 8, Plain Township, Stark County, Ohio, beginning at an iron pin at the Southeast corner of said quarter section; thence Westwardly along the South line of said quarter section a distance of 240 feet; thence Northwardly and parallel to the East line of said quarter section a distance of 726 feet; thence Eastwardly and parallel to the South line of said quarter section a distance of 240 feet to a point in the East line of said quarter section; thence southwardly along the East line of said quarter section a distance of 726 feet to the place of beginning, containing 4 acres, leaving the amount hereby included in these premises about 100.50 acres, more or less.

Plaintiff further says that on May 22, 1820 by deed recorded in Vol. G, page 386 of the Stark County Deed Records, the defendant William Henney acquired title to the South part and the one equal one-third of the West half of Section 3, Township 11, Range 8, Stark County, Ohio, containing 112.21 acres; that on April 4, 1839 by deed recorded in Vol. U, page 492 of the Stark County Deed Records, William Henney

conveyed said premises, "excepting seven acres and twenty rods and also excepting a small lot of ground on the South line of said half section heretofore granted as a graveyard."

Plaintiff further says that an exhaustive search of the records of Stark County, Ohio, fails to disclose any grant made or conveyed to any person for the use of a graveyard; that if such grant was made, it was never recorded and this plaintiff has no means of determining who the grantee was if any, and is unable to ascertain his true name and brings this action against him by the aforesaid fictitious name of John Doe.

Plaintiff further says that said grant of a graveyard is now not in use and has not been in use for many years and more specifically since 1893, the year in which Plaintiff's predecessor in title acquired title to said premises.

Plaintiff further says that the heirs, devisees, legatees, administrators, executors and assigns of William Henney, deceased, and John Doe, deceased, late of Stark County, Ohio, are necessary parties herein for a complete determination of this cause and their names and places of residence are unknown to Plaintiff and cannot by reasonable diligence be ascertained, that this action is brought against them without naming them in pursuance to the provisions of the General Code of Ohio in such cases made and provided.

WHEREFORE, Plaintiff prays that the unknown heirs, legatees, devisees, administrators, executors and assigns be made parties defendant herein and be required to set up the nature and extent of their claim herein or be forever barred; that the title of Plaintiff to said premises be quieted and for such other and further relief as may be just and proper in the premises.

DECREE QUIETING TITLE

This cause coming on for hearing on the Petition and the evidence; and on consideration the Court finds that the defendants and each of them have been served by publication of notice of this action and the objects and prayer of the Petition as provided by law, and that they are each and all in default of answer and demurrer thereto, and that the averments of said petition are confessed by them to be true, and further finds that said averments are true; the Court further finds that the Plaintiff is the owner in fee simple and is in the actual possession of the premises in the petition described, and herein described as follows:

Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being the South one-third part of the West one-half of Section No. 3, Township No. 11, Range No. 8, Plain Township, Stark County, Ohio, excepting therefrom the following described premises; Beginning at a point on the West line of said Section 113 1/3 perches North of the Southwest corner thereof; thence East 38 perches thence west 38 perches to the West line of said section; thence North 30 perches along said West line to the place of beginning, containing 7 acres and 20 perches, and also excepting therefrom the following described premises; Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Southwest quarter of Section No. 3, Township No. 11, Range No. 8, Plain Township, Stark County, Ohio, beginning at an iron pin at the Southeast corner of said Quarter Section; thence Westwardly along the South line of said Quarter Section a distance of 240 feet; thence northwardly and parallel to the east line of said quarter section a distance of 726 feet; thence Eastwardly and parallel to the South line of said Quarter Section a distance of 240 feet to a point in the East line of said Quarter Section; thence Southwardly along the East line of said quarter section a distance of 726 feet to the place of beginning containing 4 acres. Leaving the amount hereby included in these premises about 100.50 acres, more or less.

The Court further finds that said Defendants have no title, interest or estate in and to said premises or any part of the same, and Plaintiff ought to have his title quieted as against said Defendants and each of them, and it is adjudged and decreed that the title of Plaintiff in and to said premises be, and the same is hereby quieted against said defendants and each of them, and they are hereby enjoined from claiming or asserting any claim in and to said premises adverse to the title of Plaintiff therein or his heirs or assigns, and it is further considered that Plaintiff pay the costs of this proceeding for which judgment is rendered against him.

NO. 31

Edith Eicher,
 plaintiff

vs

John J. Eicher,
 defendant

Court of Common Pleas
 Stark County, Ohio
 Action for Divorce
 Case No. DR 24722

1950 Oct. 23	Petition and Praecipe filed.
Oct. 23	Summons & copy of Petition Issued.
Oct. 26	Summons Returned; served personally upon defendant
1951 Jan. 15	Answer and Cross Petition filed. Praecipe filed.
Jan. 15	Summons & Copy of Answer & Cross Petition issued.
Jan. 26	Reply filed.
May 24	Hearing had. Decree for plaintiff.

By the Journal Entry the Court orders and decrees that plaintiff be granted complete divorce from defendant; that plaintiff be restored to her previous name of EDITH MILLIGAN; that, in lieu of all rights of alimony, division of property, dower, rights of inheritance and any and all other rights of either party in the estate of the other, arising out of marriage or otherwise by common law or statute, the defendant is ordered to pay plaintiff, in settlement of their property rights the sum of \$2750.00 for which amount plaintiff is awarded judgment.

Edith E. Milligan,
 formerly Edith E. Eicher,
 Unmarried
 to

Warranty Deed
 S & A April 21, 1952
 R f R April 21, 1952
 Vol. 2062, page 585

Rose Lane Villa Building Corporation

Conveys following described premises: Situated in the Township of Plain, County of Stark and State of Ohio: And Known as and being part of the Southwest Quarter of Section Three (3), Township Eleven (11) North (Plain), Range Eight (8) West, County of Stark and State of Ohio and more particularly described as follows:

Beginning at the southwest corner of said Southwest Quarter of Section 3; thence with the South line of said Quarter, South Eighty-five degrees fifty minutes East (S 85° 50' E) Two Thousand Four Hundred Fifty-eight and six tenths feet (2458.6'); thence parallel to the east line of said Quarter, North three degrees fifty-six minutes East (N 3° 56' E) Seven Hundred Twenty-six feet (726'); thence parallel to the south line of said quarter, South eight-five degrees fifty minutes East (S 85° 50' E) Two Hundred Forty feet (240') to the east line of said quarter; thence with said east line, North three degrees fifty-six minutes East (N 3° 56' E) One Thousand One Hundred Forty-seven and four Tenths feet (1147.4') to a stone; thence North eighty-five degrees forty-two minutes West (N 85° 42' W) Two Thousand Fifty-seven feet (2057'); thence parallel to the west line of said quarter, South four degrees Twenty-seven minutes West (S 4° 27' W) five hundred five and five tenths feet (505.5'); thence North eighty-five degrees forty-two minutes West (N 85° 42' W) six hundred twenty-seven feet (627') to the west line of said quarter; thence with said west line, South four degrees twenty-seven minutes West (S 4° 27' W) One Thousand Three Hundred Seventy-four and Ninety-four hundredths feet (1374.94') to the place of beginning. The above described tract contains one hundred four and eighty-five hundredths (104.85) acres, be the same more or less; But subject to all legal highways, to rights of way or easements of record and such leasehold claims or rights of record if any as may subsist in favor of persons other than the Grantor.

This grant is without reservation in the Grantor of any interests or rights to minerals or to royalties therefrom, all such interest or rights to minerals or royalties being hereby expressly assigned to the Grantee herein, together with any and all renewals of the same.

Plat of Lawr-Chester Allotment No. 2

S & A: December 2, 1957.

Approved and accepted by Planning
Commission of North Canton, Ohio,
December 2, 1957.

Approved and accepted by Stark County
Board of Health, December 2, 1957.

Approved and accepted by Stark County
Commissioners, December 16, 1957.

Plat approved by Stark County Engineer,
December 16, 1957.

R f R: December 26, 1957.

Plat Book 33, Page 13.

The above Plat is signed by Rose Lane Villa Building Corporation, the owners of the land shown on the Plat, and the streets shown on said Plat are dedicated for public use forever. Said corporation signs by E. C. Coldren, President and L. G. Hathaway, Sr., Secretary.

Said Plat is laid out on premises described in preceding section.

LOT NO. 98 faces 90.17 feet on Woodcrest Avenue N. E. and extends 246.92 feet on the North and 249.9 feet on the South to a rear line of 90 feet. This lot has a 50 foot building line on Woodcrest Avenue.

No. 34

William Williams

to

S. W. Bard

Mortgage \$9,000.00
S & A: April 1, 1872
Rec. : April 19, 1872
Vol. 118, Page 442
Cancelled

No. 35

William B. Williams &
Adaline A., his wife

to

J. M. Martin & Brother

Mortgage \$2,500.00
S & A: April 23, 1883
Rec. : April 24, 1883
Vol. 194, Page 325

No. 36

Lucinda E. Meyer &
Marcus T. Meyer
(Wife and Husband)

to

Caroline Williams

Mortgage \$1,100.00
S & A: October 6, 1885
Rec. : October 6, 1885
Vol. 216, Page 233
Cancelled

Marcus T. Meyer &
Lucinda E. Meyer
(Husband and Wife)
to
James Ailes &
Samuel D. Erwin,
Executor of the last
will of Caleb Steel,
deceased.

Mortgage \$2300.00
S & A April 1, 1886
Rec. April 1, 1886
Vol. 218, page 542

Mortgage assigned to Judson A. Wann, as Administrator of the estates of Alexander Steel and Emanuel Steel, deceased, heirs of John Steel, deceased by authority of law in such cases by J. P. Fawcell, Probate Judge.

Release signed "J. A. Wann, Administrator of the estates of Alexander Steel and Emanuel Steel, deceased, heirs of John Steel, deceased."

NO. 38

Marcus T. Meyer &
Lucinda E. Meyer
(Husband and Wife)
to
William H. Greer

Mortgage \$2300.00
S & A Sept. 3, 1888
Rec. Sept. 3, 1888
Vol. 244, page 396
Cancelled

NO. 39

Lucinda E. Meyer
to
Caroline Williams

Mortgage \$2300.00
S & A June 19, 1893
Rec. June 19th, 1893
Vol. 300, page 315
Cancelled

NO. 40

John K. Gottshall
to
Lucinda E. Meyer

Mortgage \$857.74
Filed, Oct. 10, 1893
Vol. 304, page 317
Cancelled April 4, 1898

NO. 41

Mary B. Smith
to
The East Ohio Gas Company

Right of Way \$1.00
Dated Feb. 12, 1935
Filed, March 30, 1935
Vol. 1119, page 252

Grants a right of way for pipe lines in, over and through the premises here abstracted with the right of ingress and egress to and from the same. Grantor to receive Fifty Cents for each rod of pipe laid.

NO. 42

Mary B. Smith, a widow
to
The Ohio Power Company

Right of Way \$1.00
Dated July 23, 1935
Filed Sept. 24, 1935
Vol. 1119, page 575

Grants a right of way and easement to construct, operate and maintain lines, poles and wires for the purpose of transmitting electric and other energy on, over, through and across these premises. Grantor to receive One Dollar for each pole erected.

Mary B. Smith, a widow
to
The East Ohio Gas Company

Gas Storage Agreement
Dated June 9, 1943
Filed, July 27, 1943
Vol. 1408, page 217

Lessor agrees that the Oil and Gas Lease held by the Lessee on these premises shall be modified and extended in that the Lessee shall have the additional right of intruding, injecting, storing and removing gas of any kind, whether upon these or other premises and to install and maintain on said premises such additional equipment and pipe lines as may be necessary for such purposes.

For the full terms and conditions of this agreement and its many ramifications, reference is hereby made to the record of said agreement.

NO. 44

Elizabeth Gottshall
to
A. W. Herring

Oil and Gas Lease \$1.00
Dated Sept. 24, 1918
Filed Nov. 15, 1920
Vol. 24, page 484
Not Cancelled

Leases said premises for a term of ten years or as much longer thereafter as oil or gas are produced in paying quantities.

Lessor to receive one-eighth of oil produced and \$200.00 for each gas well.

Well to be drilled within two years or pay the Lessor \$26.00 per year.

NO. 45

Elizabeth Gottshall, a widow, &
Mary B. Smith, single
to
The East Ohio Gas Company

Oil and Gas Lease \$52.00
Dated, March 22, 1930
Filed, April 23, 1930
Vol. 43, page 319
Not Cancelled

Leases these premises for oil and gas for a period of ten years or as much longer thereafter as oil and gas are produced in paying quantities.

Lease to be void unless well be commenced within three month or unless the Lessee pays the Lessors \$208.00 per year.

For further particulars of this lease, see record, to which reference is hereby made.

NO. 46

No Mechanic's Liens or Personal Tax Liens.

NO. 47

No Federal Tax Liens, Recognizance Bond Liens or Unemployment Compensation Liens.

No. 47 - A

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

NO. 48

TAXES: \$13.93 tax payment paid July 15, 1961. No assessments of record.

NO. 49

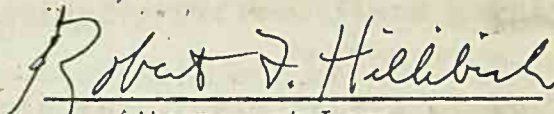
No search has been made for special assessments except as specifically noted herein.

No. 50

I have made no search in any court except the Common Pleas Court of Stark County, Ohio.

---oo0oo---

I hereby certify that the foregoing ABSTRACT OF TITLE, consisting of Fifty (50) Sections, was collated by me from the Official Records of Stark County, Ohio, and I believe the same to be correct and shows every instrument of record affecting the title to the within abstracted premises as revealed by the General Indexes in the several County Offices in and for Stark County, Ohio.



Attorney-at-Law

CANTON, OHIO
December 7, 1961
4:00 P. M.

Plain Township Historical Society

A D D E N D A

ADDENDA to the ABSTRACT OF TITLE to premises as described in the heading of this Abstract, showing all instruments of record affecting the title to said premises since and including December 7, 1961.

No. 1

Rose Lane Villa Building Corporation,
an Ohio Corporation,

By: E. C. Coldren,
President,
and
L. G. Hathaway, Sr.
Secretary,

WARRANTY DEED

S & A: December 7, 1961
R f R: December 9, 1961
Recorded: Vol. 2831
Page 341

To

James J. Rago, Jr.
and
Joan T. Rago

Conveys premises situated in the Township of Plain, County of Stark and State of Ohio and known as and being Lot No. 98 in Lawr-Chester Allotment No. 2, Plain Township, Stark County, Ohio as shown and delineated upon the Plat of said Allotment, recorded in Volume 33, Page 13 of Stark County, Ohio Plat Records.

This conveyance is made subject to certain oil and gas leases recorded in Volume 24, Page 484 and Volume 43, Page 319 and a certain gas storage agreement recorded in Volume 1408, Page 217 of the records as contained in the Recorder's Office, Stark County, Ohio.

Grantor corporation hereby reserves unto itself all right, title and interest in and to all profits, royalties, rentals, renewals and/or income arising from or by virtue of said oil and gas leases recorded in Volume 24, Page 484; Volume 43, Page 319 and said Gas Storage agreement recorded in Volume 1408, Page 217, Stark County Recorder's Office.

This conveyance is also subject to easements and rights of way recorded in Volume 1119, Page 252 and Volume 1119, Page 575 to the East Ohio Gas Company and the Ohio Power Company, respectively,

This conveyance is also made subject to all conditions, restrictions, reservations, easements and rights of way as per attachment made hereto marked "Exhibit A".

No. 1 (Continued)

"EXHIBIT A"

CONVEYANCE is made subject to all legal highways and to and together with, as an appurtenance thereto and as running with the land, a certain easement or right-of-way for constructing, maintaining, repairing, renewing and using poles, wires, conduits, mains or pipes, to the Grantor herein, or to such public utility company or companies, or municipal corporation, furnishing water, electricity, heat, power, light or telephone service, in the manner and form which the Grantor herein may have heretofore granted or may hereafter grant the right to use the same, and to such municipal corporation or public utility company as now has or may hereafter have the right to have granted to it a franchise to operate in the City of Canton, or other legally constituted municipality or district, over and upon the strips of land designated for such purpose upon the Plat of said Addition; said easement or right-of-way shall be for the purpose of supplying water, sewer, electricity, heat, light, power, telephone or other service to any and all present or future owners of the whole or any part of any lot in said Lawr-Chester Allotment No. 2.

As a part of the consideration hereof, the Grantee... heirs and assigns, hereby covenant... and agree... with and for the mutual benefit of said Grantee..., and Grantor..., their heirs, successors and assigns, that the said real estate herein described shall be subject to the following covenants and restrictions, it being understood and agreed between the Grantee... and the Grantor... that said covenants and restrictions are adopted for the benefit and protection of all present and future owners of property in Lawr-Chester Allotment No. 2 and that all the restrictions shall be construed together, but if it shall be held that any restriction, or part thereof, is unenforceable, the validity of no other restriction or part thereof, shall be thereby impaired and no violation of any of these restrictions shall act as a precedent in allowing others to violate the same or other restrictions, and it being further understood and agreed that the Grantor shall have the right to interpret these restrictions, which interpretation shall be binding as to all persons or property benefited or bound by them:—

FIRST: With the exception of lots 109, 110, 111, 119, 120, 121, no lot shall be used or occupied for other than private residence purposes and no flat or apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family only. Lots Nos. 109, 110, 111, 119, 120, 121, excepted above, may be used for the construction of an apartment house thereon, provided that the same shall be used for residence purposes only and further provided that plans for same shall be prepared by a competent architect who will also select the materials used in the exterior elevations; the ultimate purpose being a building of maximum architectural desirability.

SECOND: With the exception of Lots Nos. 109, 110, 111, 119, 120, 121, on premises hereby conveyed, no building of any kind shall be moved; not more than one dwelling house shall be built on any one lot; the premises above described shall not be subdivided or allotted except upon written approval of grantor, and no commercial advertising sign or billboard shall be erected or maintained on said premises; no sign advertising any lot for sale shall be larger than ten (10) square feet. No trailer, tent, basement, garage, or other outbuilding shall at any time be used either temporarily or permanently for residence purposes on said premises.

THIRD: No liquor, either malt, spirituous, vinous or fermented, shall at any time hereafter, be manufactured, sold or disposed of or traded in or on said premises.

FOURTH: For the purpose of these restrictions, lots or part or parts thereof, shall be deemed to front on streets as indicated by building lines shown on said plat.

FIFTH: Any residence erected wholly or partially on any lot or on any part or parts thereof, shall conform to the front building line requirements as indicated on said plat, and shall front or present a good frontage on the street designated, and on any corner lot it shall front or present a good frontage on both streets. Any residence erected wholly or partially on any of the lots in this Addition or part or parts thereof shall cost not less than \$20,000. This value is as of July 1st, 1957, and its equivalent, according to building cost fluctuation, will be required at the time of building.

L I E N S

No. 2

No Mortgages.

No. 3

No Leases or Mechanic's Liens.

No. 4

No Judgments, Pending Suits or Foreign Executions which are living liens against the premises herein abstracted.

No. 5

No Personal Tax Liens.
No Federal Tax Liens.
No Recognizance Bond Liens.
No Unemployment Compensation Liens.

No. 6

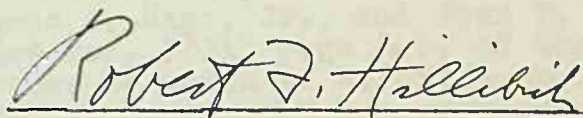
TAXES: \$13.62 - Paid July 18, 1962

ASSESSMENTS: None.

* * * * *

I hereby certify that the foregoing ADDENDA, consisting of Six (6) Sections, was collated by me from the Official Records of Stark County, Ohio and that I believe the same is correct and shows every instrument of record affecting the title to said premises, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio since and including December 7, 1961.

CANTON, OHIO
November 5, 1962
12:00 O'clock Noon



Robert F. Hillibish, Attorney at Law

CONTINUATION

CONTINUATION, since November 5, 1962, at 12:00 noon, to the foregoing ABSTRACT OF TITLE to Lot No. 98 in the Lawr-Chester Allotment No. 2, Plain Township, Stark County, Ohio.

No. 7

James J. Rago, Jr.,
Joan T. Rago,
husband and wife,

to

Eli Magee,
Margaret Mary Magee.

Warranty deed, \$1.00.
Vol. 2902, p. 138
Dated Nov. 21, 1962.
Rec. for rec. Nov. 26, 1962,
at 9:55 a.m.

Conveys Lot No. 98 in Lawr-Chester Allotment No. 2, Plain Township, Stark County, Ohio, as shown and delineated upon the plat of said allotment recorded in Vol. 33, page 13.

This conveyance is subject to oil and gas leases recorded in Vol. 24, p. 484, and Vol. 43, p. 319, and a gas storage agreement recorded in Vol. 1408, page 217.

Rose Lane Villa Building Corporation, by deed recorded Volume 2831, page 341, reserves to itself all right, title and interest in and to all profits, royalties, rentals, renewals and/or income arising from or by virtue of said oil and gas leases recorded Vol. 24, p. 484, and Vol. 43, p. 319, and gas storage agreement recorded Vol. 1408, p. 217.

This conveyance is also subject to easements and rights of way recorded in Vol. 1119, page 252, and Vol. 1119, page 575, to the East Ohio Gas Company and the Ohio Power Company, respectively.

This conveyance is further made subject to all covenants, restrictions, conditions, leases, rights of way and easements or agreements as contained in a certain warranty deed from Rose Lane Villa Building Corporation to James J. Rago, Jr., and Joan T. Rago, dated Dec. 7, 1961, recorded Vol. 2831, page 341, of the Stark County Deed records, reference to which is hereby made for a complete statement thereof.

And subject also to all zoning regulations of Plain Township, Stark County, Ohio.

No. 8

NO MORTGAGES, Old Age Pension liens, Land Contracts, financing statements, or security interest liens.

No. 9

No leases or mechanic's liens.

No. 10

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

No. 11

No Federal tax, delinquent personal tax, recognizance bond, or Unemployment Compensation liens.

No. 12

Tax duplicate shows \$12.37 due December, 1963; paid February 21, 1964.

No. 13

No search has been made for special assessments.

---oo0oo---

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 the premises described in the heading to this Continuation, since and including November 5, 1962, at 12:00 noon, as shown by the General Indexes in the several County offices in and for Stark County, Ohio.


AUSTIN LYNCH, Attorney at Law

Canton, Ohio

April 9, 1964

Recertified, No further change to and including April 20, 1964 at 8:30 a.m.
