

Plain Township Historical Society

PARTIAL ABSTRACT OF TITLE  
TO  
LOT NO. 199 IN WALTHAM WOODS NO. 5,  
PLAIN TOWNSHIP, STARK COUNTY, OHIO

Property of  
Plain Township  
Historical Society  
08.02.01

# WALTHAM WOODS NO. 5

PART OF THE N.W. QTR. SEC. 5, T-11(PLAIN) R-8

STARK COUNTY, OHIO

SCALE: 1"=100'

APRIL, 1985

OWNER AND DEVELOPER  
GRISEZ BROTHERS COMPANY  
5458 RALTON DRIVE N.W.  
CANTON, OHIO



I HEREBY CERTIFY THAT THIS IS A CORRECT PLAT OF A SURVEY MADE BY ME THIS 27 DAY OF MAY 1985, AND THAT THE SURVEY BALANCES AND CLOSSES, AND THE MONUMENTS SHOWN HEREON ARE SET AS SHOWN, AND ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

*William L. Wehla*  
REGISTERED SURVEYOR NO. 5102

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE OWNERS OF THE LAND SHOWN ON THIS PLAT DO HEREBY ACKNOWLEDGE THE MAKING OF THE SAME TO BE OUR FREE ACT AND DEED, AND DO HEREBY DEDICATE THE STREETS AND STORM AND SANITARY SEWER EASEMENTS SHOWN HERE TO PUBLIC USE FOREVER, IN WITNESS WHEREOF WE HEREUNTO SET OUR HANDS THIS 24 DAY OF MAY 1985.

GRISEZ BROS. CO. OWNERS  
BY *Thomas C. Grisez* PRESIDENT  
BY *Frank A. Grisez* PRESIDENT

WITNESSES  
*Robert J. Krach*  
*Stephen E. Hightower*  
*William J. Franks*  
*Robert D. Horowitz*

STATE OF OHIO COUNTY OF STARK  
BEFORE ME A NOTARY PUBLIC IN SAID STATE AND COUNTY PERSONALLY APPEARED THE ABOVE NAMED PERSONS WHO DID ACKNOWLEDGE THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND IT WAS THEIR FREE AND DEED ACCORDING TO LAW, SWORN TO AND SUBSCRIBED BEFORE ME THIS 24 DAY OF MAY 1985.

MY COMMISSION EXPIRES April 30, 1988  
APPROVED BY THE STARK COUNTY REGIONAL PLANNING COMMISSION AT ITS REGULAR MEETING THIS 6 DAY OF August 1985.  
*Robert Krach* SECRETARY

APPROVED FOR SANITARY SEWER ONLY BY THE STARK COUNTY BOARD OF HEALTH THIS 10 DAY OF August 1985.  
*William J. Franks* M.P.H. by  
STARK COUNTY HEALTH DIRECTOR  
*Joseph D. Wright* Esq. Health Officer

APPROVED BY THE STARK COUNTY SANITARY ENGINEER THIS 6 DAY OF August 1985.  
*Manuel S. Amador* by *Paul D. Truller*  
STARK COUNTY SANITARY ENGINEER  
*Ray E. Truller*  
STARK COUNTY SUBDIVISION ENGINEER

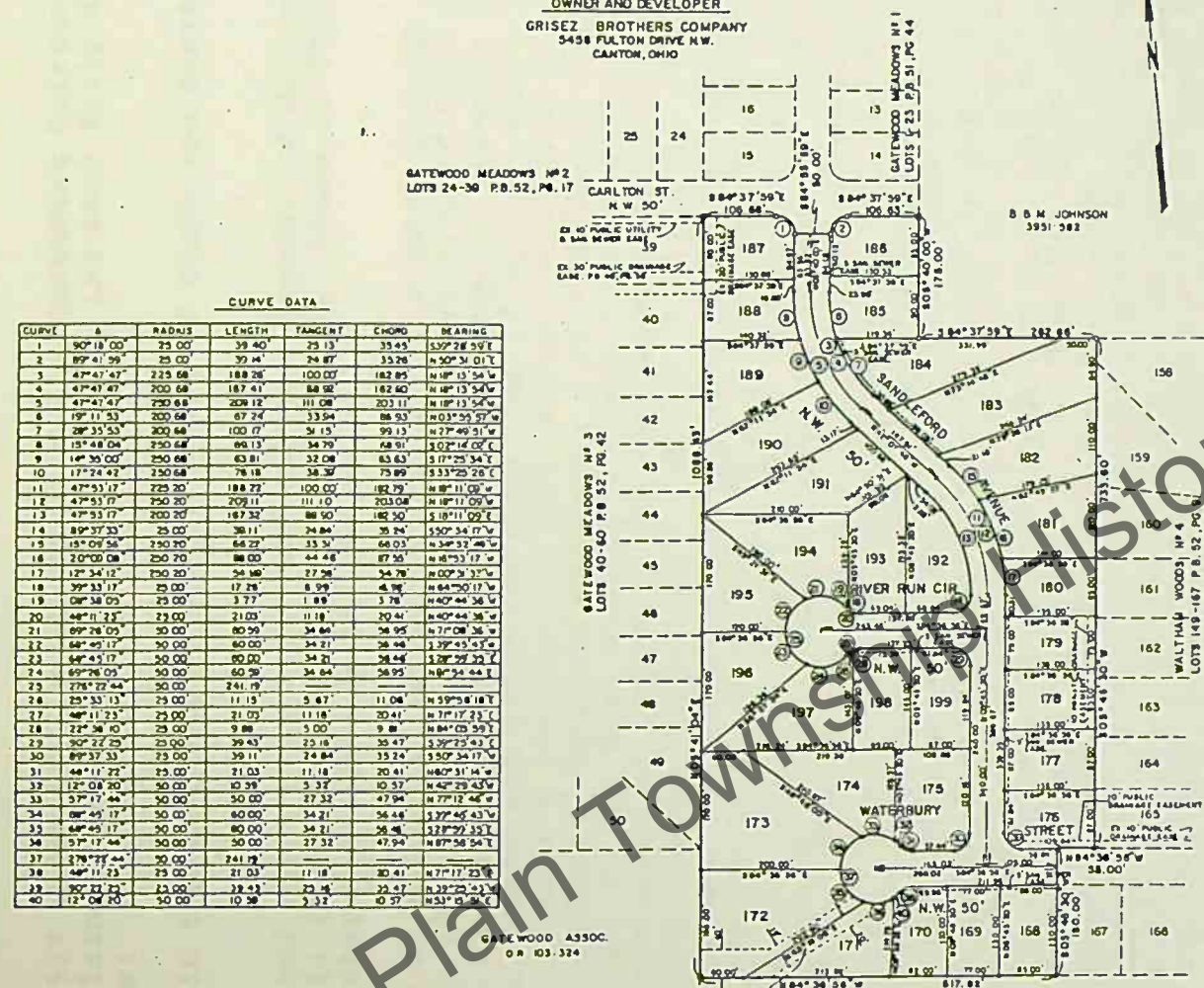
I CERTIFY, BASED ON DOCUMENTS SUBMITTED TO ME THAT TO MY KNOWLEDGE NO ENCUMBRANCES EXIST ON ANY OF THE LANDS OFFERED FOR DEDICATION AS PUBLIC STREETS THIS 22 DAY OF JULY 1985.  
*Robert D. Horowitz*  
STARK COUNTY PROSECUTOR  
By *Oliver L. Krach*, Assistant Prosecuting Attorney

APPROVED BY THE STARK COUNTY COMMISSIONERS THIS 6 DAY OF August 1985.  
*Robert D. Horowitz* COMMISSIONER  
*Robert D. Horowitz* COMMISSIONER

ENTERED FOR TRANSFER BY THE STARK COUNTY AUDITOR THIS 27 DAY OF September 1985.  
*W. D. ...*  
STARK COUNTY AUDITOR

RECEIVED FOR RECORD BY THE STARK COUNTY RECORDER THIS 27 DAY OF September 1985.  
RECORDED IN PLAT BOOK 53 PAGE 70 Fee 143.20  
*Joan New Brighton*  
STARK COUNTY RECORDER

NOTES  
RIGHT OF ACCESS TO ANY DEAD END STREETS IN THIS ALLOTMENT IS PROHIBITED, EXCEPT FROM LOTS PLATTED IN CONFORMITY WITH THE STARK COUNTY SUBDIVISION REGULATIONS.  
ALL LOTS TO HAVE SANITARY SEWER  
LEGEND:  
• INDICATES STARK COUNTY MONUMENT.  
• INDICATES IRON PIN FOUND  
• INDICATES IRON PIN SET BARS PLOTTED WITH STARK COUNTY



CURVE DATA

CURVE	B	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1	90°18'00"	23.00	39.40	23.13	33.45	S57°28'59"E
2	89°41'59"	25.00	39.24	24.87	33.28	N50°34'01"E
3	47°41'47"	225.68	188.28	100.00	182.85	N18°13'54"W
4	47°41'47"	200.68	187.41	88.98	182.80	N18°13'54"W
5	47°41'47"	250.68	208.12	111.08	203.11	N18°13'54"W
6	19°11'53"	200.68	67.24	13.94	86.93	N03°25'57"W
7	28°35'53"	200.68	100.17	21.15	99.13	N27°49'51"W
8	15°48'04"	250.68	80.13	34.79	68.91	S02°14'02"E
9	18°30'00"	250.68	83.81	32.08	83.63	S17°25'34"E
10	17°24'42"	250.68	78.18	38.37	75.89	S33°25'28"E
11	47°53'17"	225.20	188.72	100.00	182.79	N18°11'02"W
12	47°53'17"	250.20	209.11	111.10	203.08	N18°11'02"W
13	47°53'17"	200.20	187.32	88.90	182.50	S18°11'02"E
14	89°37'33"	25.00	38.11	24.84	38.24	S50°34'17"W
15	15°09'56"	250.20	66.27	13.31	64.03	S38°31'48"W
16	12°00'00"	250.20	86.00	44.48	87.50	N08°53'17"W
17	12°34'12"	250.20	84.80	27.28	84.78	N00°31'37"W
18	39°33'17"	25.00	17.28	8.59	4.88	N64°50'17"W
19	08°38'03"	25.00	3.77	1.89	3.78	N40°44'38"W
20	48°11'23"	23.00	21.03	11.18	20.41	N40°44'38"W
21	09°28'03"	50.00	80.90	34.84	58.95	N77°08'38"W
22	68°49'17"	50.00	80.00	34.21	58.44	S22°59'32"E
23	68°49'17"	50.00	80.00	34.21	58.44	N68°49'17"E
24	69°28'03"	50.00	80.90	34.84	58.95	N68°49'17"E
25	278°22'44"	50.00	241.79			
26	25°33'13"	25.00	11.15	5.67	11.06	N59°58'18"E
27	48°11'23"	25.00	21.03	11.18	20.41	N77°17'23"E
28	22°38'10"	25.00	9.88	5.00	9.88	N84°03'59"E
29	30°22'23"	25.00	39.43	22.18	35.47	S37°25'43"E
30	89°37'33"	25.00	39.11	24.84	35.24	S50°34'17"W
31	48°11'23"	25.00	21.03	11.18	20.41	N60°51'14"W
32	12°08'20"	50.00	10.99	5.32	10.57	N42°29'43"W
33	37°17'44"	50.00	50.00	27.32	43.96	N77°12'46"W
34	88°45'17"	50.00	40.00	34.21	56.44	S27°46'43"W
35	48°45'17"	50.00	80.00	34.21	56.44	S27°46'43"W
36	37°17'44"	50.00	50.00	27.32	43.94	N87°56'54"E
37	278°22'44"	20.00	241.79			
38	48°11'23"	25.00	21.03	11.18	20.41	N77°17'23"E
39	30°22'23"	25.00	39.43	22.18	35.47	S37°25'43"E
40	12°08'20"	50.00	10.99	5.32	10.57	N42°29'43"E



PERTINENT DOCUMENTS

PB 52	PG 17
PB 51	PG 46
PB 52	PG 94
PB 52	PG 42
VOL 3954	PG 58E
VOL 2083	PG 77
OR 103	PG 324
VOL 408	PG 205
PB 40	PG 56

REFERENCE DIRECTION  
BEARING SYSTEM ESTABLISHED FROM RECORD PLAT OF WALTHAM WOODS NO. 4 AS RECORDED IN PLAT BOOK 52, PAGE 31 USING S 84°38'58"E FOR A PORTION OF THE CENTERLINE OF WATERBURY STREET N.W. 50'

AREA IN LOTS ..... 11,074 AC  
AREA IN STREETS ..... 1,940 AC  
TOTAL AREA ..... 13,014 AC

RECORD PLAT  
WALTHAM WOODS NO. 5  
PART OF THE N.W. QTR. SECTION 5, T-11 (PLAIN) R-8  
STARK COUNTY, OHIO  
GRISEZ BROTHERS COMPANY

DATE: APRIL 28, 1985  
FILED BOOK NO. 53  
SHEET 70

COOPER AND ASSOCIATES  
1315 MARKET STREET  
CANTON, OHIO 44703  
PLANNING ENGINEER AND SURVEYOR

PLAT NO. 53  
SHEET 70



PARTIAL ABSTRACT OF TITLE

Being 44.577 acres of land situated in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio, and more fully described as follows:

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 5, Township 11 (Plain), Range 8, in Stark County, State of Ohio, and being further described as follows:

Beginning at the northeast corner of said Northwest Quarter of Section 5; thence S 5°45'30" W along the east line of said Quarter and along the east line of a tract of land now or formerly owned by P. & J. Cowan, and along the east line of Waltham Woods Allotment Nos. 1 and 2 a distance of 1690.00 feet to an iron pin at the southeast corner of said Allotment No. 2 as recorded in Plat Book 47, page 119, of the Plat Records of Stark County, Ohio, and being the true place of beginning for the tract of land herein to be described; thence continuing S 5°45'30" W along the east line of said Quarter, a distance of 560.61 feet to an iron pin at the northeast corner of an 18.0 acre tract of land now or formerly owned by L. & E. Humbert; thence N 84°36'56" W along the portion of the north line of said Humbert tract a distance of 1003.87 feet to an iron pin; thence N 5°41'04" E and along the east line of a 5.0 acre tract of land now or formerly owned by L. & F. DeFrance, a distance of 222.75 feet to an iron pin; thence N 84°36'56" W along the north line of said DeFrance tract a distance of 988.68 feet to an iron pin on the east line of a tract of land now or formerly owned by R. & O. Minko; thence N 5°41'04" E along the east line of said Minko tracts and along the east line of tracts of land now or formerly owned by G. & P. Vukovich (5.49 acre) and the North Canton Board of Education (5.77 acre) a distance of 2027.23 feet to an iron pin on the north line of said Northwest Quarter Section 5; (said pin also being on the township line between Plain and Lake Townships); thence S 84°38' E along said Quarter Section and township line a distance of 311.00 feet to an iron pin at the northwest corner of a 18.652 acre tract of land now or formerly owned by M. Hopkins; thence S 5°40' W along the west line of said Hopkins tract, a distance of 1113.80 feet to an iron pin; thence S 84°38' E along the south line of said Hopkins tract and parallel to the north line of said Quarter, a distance of 729.50 feet to an iron pin at the southeast corner of said Hopkins tract and at the southwest corner of said Waltham Woods Allotment No. 1 as recorded in Plat Book 46, pages 65-66 of the Plat Records of Stark County, Ohio; thence continuing S 84°38' E along the south line of said Allotment No. 1, a distance of 43.18 feet to an iron pin; thence N 44°54'39" E along the south line of said Allotment No. 1 a distance of 134.62 feet to an iron pin; thence S 84°38' E and continuing along a portion of the south line of said Allotment No. 1 a distance of 50.00 feet to an iron pin at the northwest corner of said Allotment No. 2; thence S 5°45'30" W along the west line of said Allotment No. 2 a distance of 700.00 feet to an iron pin at the southwest corner of said Allotment No. 2; thence S 84°38' E along the south line of said Allotment No. 2 a distance of 645.00 feet to an iron pin on the east line of Fox Run Avenue, N.W.; thence N 5°45'30" E along the east line of said Avenue, a distance of 20.00 feet to an iron pin; thence S 84°38' E along the south line of said Allotment No. 2 a distance of 130.00 feet to the place of beginning and containing 44.577 acres of land more or less.

Catherine Cassler and Pearl F. Cashner  
Dated April 1, 1904  
Vol. 112, page 112

Contains 40.45 acres situated in the Northwest Quarter of  
Section 5, Plain Township, Stark County, Ohio, together described  
as follows:

Situated in the Township of Plain, County of Stark, Ohio

This Partial Abstract, conveying the premises set forth at the heading, assumes title to 40.45 acres situated in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio, to be good in Catherine Cassler on April 6, 1895; assumes title to 5 acres situated in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio, to be good in Peter Slusser and Lucetta Slusser on March 30, 1895; and assumes title to 50 acres situated in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio, to be good in Alfred E. Cashner and Pearl F. Cashner on April 1, 1904.

Alfred E. Cashner and Lucetta F. Cashner  
Dated March 30, 1895  
Vol. 108, page 74

Contains five (5) acres of land situated in the Northwest  
Quarter of Section 5, Township, Stark County, Ohio, more  
fully described as follows:

Situated in the Township of Plain, County of Stark

Contains 5 acres of the Northwest Quarter of Section  
5, Plain Township, Stark County, Ohio, more fully  
described as follows:

Contains five (5) acres of land situated in the Northwest  
Quarter of Section 5, Township, Stark County, Ohio, more  
fully described as follows:



No. 2.

Catherine Cassler (no marital status)

to

Emmanuel Miller

Warranty Deed

Dated April 6, 1895

Rec. for rec. May 22, 1895

Volume 322, page 520

Conveys 40.45 acres situated in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio, further described as follows:

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 5, and being further described as follows:

Beginning at a point 15.08 1/4 chains west from the northeast corner of said Quarter Section. Thence South parallel with the east line of said Quarter Section 20.10 6/10 chains to a post; thence W 85°55' N 4.84 1/2 chains to a stone; thence S 3°50' W 10.32 chains to a stake; thence N 85°55' W 10.13 1/2 chains to a stake; thence N 3°50' E 30.42 6/10 chains to a stone in the north line of said Quarter; thence East along the north line 14.98 chains to the place of beginning containing 40.45 acres of land, more or less.

No. 3.

Peter Slusser and Lucetta Slusser,  
husband and wife,

to

Emmanuel Miller

Warranty Deed

Dated March 30, 1895

Rec. for rec. Nov. 13, 1895

Volume 329, page 76

Conveys five (5) acres of land situated in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio, more fully described as follows:

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

Known as a part of the Northwest Quarter of Section No. five (5), Township eleven (11), Range eight (8), beginning for a description at the end of the following courses and distances from the northeast corner of the northwest quarter of said Section 5, Township 11, Range 8, to wit:

West in the Township line 15.08 1/4 chains, thence south parallel with the east line of said quarter 20.10 6/10 chains to place of beginning (being also the southeast corner of a five acre tract sold by Michael Schrautz to John S. Stiner March 30, 1859, which deed is recorded in Volume 73, page 306, Stark County Deed Records). Thence S 3°50' W 10.32 chains to a post; thence N 85°55' W 4.84 1/2 chains to a post; thence N 3°50' E 10.32 chains to a post;

thence S 85°55' E 4.84 1/2 chains to the place of the place of beginning containing five (5) acres of land but subject to all legal highways.

No. 4.

Alfred E. Cashner and.  
Pearl F. Cashner, husband  
and wife,

Warranty Deed  
Dated April 1, 1904  
Rec. for rec. April 7, 1904  
Volume 421, page 303

to

Emmanuel Miller

Conveys 50 acres of land situated in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio, and more fully described as follows:

Situated in the Township of Plain, Stark County, Ohio, and known as the Northwest Quarter of Section 5, further described as follows:

Known as and being a part of the Northwest Quarter of Section No. Five (5), Township No. Eleven (11), and Range Eight (8). Bounded as follows: Beginning at a stone at the Northeast corner of said quarter section; thence south along the east line of said quarter 33.58 chains to a stake at the northeast corner of John Roush's land; thence west parallel with the north line of said quarter 15.09 chains to a post; thence north parallel with the east line 33.58 chains to a stone; thence east on the north line of said quarter 15.09 chains to the place of beginning. Containing fifty (50) acres of land.

No. 5.

Emmanuel Miller, deceased,

Affidavit for Transfer  
Dated March 8, 1940  
Rec. for rec. March 8, 1940  
Volume 1266, page 93

to

P. F. Cashner

Instrument recites that Emmanuel Miller died intestate on April 20, 1920, leaving Pearl F. Cashner his only heir-at-law and next of kin. Transfers 95.45 acres of land and other premises, said 95.45 acres more fully described as follows:

Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being a part of the Northwest Quarter of Section No. 5, Township No. 11 (Plain) and Range No. 8, described as follows: Beginning at the northeast corner of said Quarter Section; thence South with the east line of said Quarter, 33.58 chains to a point; thence West parallel with the north line of said Quarter, 15.09 chains to a post; thence North 3.33 3/4 chains to a point; thence West parallel with the north line of said Quarter, 14.98 chains to a point; thence North parallel with the east line of said Quarter, 30.516 chains to a point in the north line of said Quarter; thence East along the north line of said Section, 30.07 chains to the place of beginning, containing ninety-five and forty-five hundredths (95.45) acres of land, more or less.



NOTE: No administration of the estate of Emmanuel Miller was found in the Probate Records of Stark County, Ohio.

No. 6.

P. F. Cashner, a widow and unmarried,  
to  
Minna L. Mallonn

Warranty Deed  
Dated July 28, 1950  
Rec. for rec. July 28, 1950  
Volume 1924, page 571

Conveys 95.45 acres in the Northwest Quarter of Section 5, Plain Township, as described in the preceding Section No. 5 of this Partial Abstract; subject to leases recorded in Volume 59, page 39; Volume 66, page 198; and Volume 68, page 124, Stark County, Ohio, Records.

No. 7.

Paul A. Mallonn and Minna L. Mallonn,  
husband and wife,  
to  
Walter Eckinger

Warranty Deed  
Dated December 19, 1951  
Rec. for rec. Dec. 29, 1951  
Volume 2039, page 38

Conveys 95.45 acres in the Northwest Quarter of Section 5 and more fully described as follows:

Situated in the Township of Plain, County of Stark and State of Ohio, and further described as follows:

Known as and being part of the Northwest Quarter of Section 5, Township 11, Range 8, Plain Township, Stark County, Ohio, described as beginning at the northeast corner of said quarter section; thence south with the east line of said quarter 2216.28 feet to a point; thence west parallel with the north line of said quarter 995.94 feet to a post; thence north 220.27 feet to a point; thence west parallel with the north line of said quarter 988.68 feet to a point; thence north parallel with the east line of said quarter 2014.06 feet to a point in the north line of said quarter; thence east along the north line of said section 1984.36 feet to the place of beginning, containing 95.45 acres of land, be the same more or less.

Subject to leases recorded in Volume 59, page 39; Volume 66, page 198; and Volume 68, page 124, Stark County, Ohio, Records.

NOTE: Above instrument was rerecorded in Volume 2473, page 29, which was received for the record on January 7, 1957, and recorded on January 8, 1957. (See Equity Proceeding - Case No. 97972 in Section No. 9.)

No. 8.

Walter and H. M. Eckinger,  
husband and wife,  
to  
Audrey M. Leader

Warranty Deed  
Dated April 13, 1954  
Rec. for rec. April 20, 1954  
Volume 2246, page 538



Conveys 95.45 acres in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio, as described in the preceding section of this Partial Abstract. Subject to leases recorded in Volume 59, page 39; Volume 66, page 198; and Volume 68, page 124, Stark County, Ohio, Records.

No. 9.

Audrey M. Leader  
Walter Eckinger, Plaintiffs,

In the Court of Common Pleas  
Stark County, Ohio

vs.

Case No. 97972

Esther Mallonn Ash, personally,  
and Esther Mallonn Ash,  
Executrix of the Last Will and  
Testament of Paul A. Mallonn,  
deceased, and as Administratrix  
with Will Annexed of Estate of  
Minna L. Mallonn, deceased,  
Defendants.

EQUITY

1956, Oct. 26 Petition and Praecipe filed.  
26 Summons issued; Answer November 24, 1956.  
30 Summons returned; Received this writ October 27, 1956  
at 10:00 A.M. and pursuant to its command, on October  
27, 1956, I notified the within named defendant  
Esther Mallonn Ash by delivering personally and Esther  
Mallonn Ash, Executrix of the Last Will and Testament  
of Paul A. Mallonn, deceased, and Esther M. Ash as  
Administratrix with Will annexed of the Estate of Minna  
L. Mallonn, deceased, by delivering to her personally,  
a true and certified copy of this writ with all endorse-  
ments thereon. On October 27, 1956, I notified the  
within named defendant Albert R. Mallonn by leaving for  
him at his usual place of residence, a true and certi-  
fied copy of this writ with all endorsements thereon.  
Harry W. Grossglaus,  
Sheriff

Nov. 26 Deed corrected and reformed, Decree quieting title of  
plaintiff and plaintiff to pay costs.

1957, Jan. 5 Court costs paid.

Petition recites that prior to the 19th day of December, 1951, Minna L. Mallonn, now deceased, was the owner of the premises described in Section No. 7, that on the 19th day of December, 1951, said Minna L. Mallonn and Paul A. Mallonn, her husband, also now deceased, executed and delivered to the Plaintiff, Walter Eckinger, a certain document purporting to be a warranty deed conveying said premises to said Plaintiff; that at the time said purported deed of conveyance was executed by the said Paul A. Mallonn and Minna L. Mallonn, his wife, and delivered to the Plaintiff, Walter Eckinger, the same was regular on its face and constituted the ordinary usual form of warranty deed for the conveyance of the premises described therein.

Plaintiffs further say that subsequent to the execution and delivery of said instrument of conveyance to Walter Eckinger, but before the same was recorded in the office of the Recorder of Stark County and without the knowledge of the Plaintiffs herein or of the said Paul A. Mallonn and Minna L. Mallonn, now deceased, the following words were imprinted upon the face of the said instrument of conveyance: "This deed given as security. No revenue required."

Plaintiffs further say that the execution and delivery of said instrument of conveyance by Paul A. Mallonn and Minna L. Mallonn, now deceased, to the Plaintiff, Walter Eckinger, was in conformity with



a certain agreement between said parties, dated November 27, 1951, together with supplemental agreement dated September 11, 1952; that said agreement provided in substance that the said Paul A. and Minna L. Mallonn agreed to convey to the said Walter Eckinger the premises hereinbefore described, together with the partially constructed buildings thereon; that the said Walter Eckinger agreed to complete the construction of said partially constructed buildings, pay and discharge certain liens theretofore on said premises, secure a new loan on said premises to complete said construction; that after the completion of said construction, the said Paul A. and Minna L. Mallonn were given ninety (90) days to re-purchase said premises by the payment of certain obligations set forth in said agreement; that by the supplemental agreement dated September 11, 1952, the said Paul A. and Minna L. Mallonn stated they were unable to re-purchase the premises and agreed and consented that the said Walter Eckinger could sell the premises at the best price obtainable and reimburse the said Mallonns for any difference in price after the payment of expenses of the said Walter Eckinger as set forth in said agreement. Plaintiff further says that the inclusion of the words, "This deed given as security" as above described, was contrary to and, in fact, defeated the intention of the parties as set forth in said agreement, a copy of which, marked "Exhibit A", is hereto attached and made a part hereof.

Plaintiffs further say that on the 13th day of April, 1954, by deed of warranty, the said Walter Eckinger and Hilda M. Eckinger, his wife, conveyed said premises in fee simple to the Plaintiff, Audrey M. Leader; that the addition of said words, as above set forth, in said warranty deed constitutes a cloud on the title of Audrey M. Leader to said premises and that the Plaintiff, Audrey M. Leader, is unable to sell or otherwise dispose of said premises or any part thereof until said mistake in deed is corrected and said deed reformed. Plaintiffs say they have no adequate remedy at law.

Plaintiffs further say that the said Paul A. Mallonn died on the 4th day of October, 1954, and that his estate is in the process of administration by the Probate Court of Stark County, as is more fully set forth in docket 50, page 473 of the records of said court; that the said Minna L. Mallonn died on the 5th day of May, 1954, and her estate is in the process of being administered by the Probate Court of Stark County as is more fully set forth in Docket 50, page 473 of the records of said court; that the Defendants, Esther Mallonn Ash and Albert R. Mallonn are all the heirs at law and devisees and legatees of the said decedents. Plaintiff, Audrey M. Leader, further says that she is now the owner in fee simple of the premises described above and in actual possession thereof.

WHEREFORE, Plaintiffs pray that the mistake made by the insertion of the above-quoted words in said warranty deed of December 19, 1951, be corrected by the elimination of the same as not having been the intention of the parties thereto; that said deed be reformed so as to truly constitute a general deed of warranty for the conveyance of said lands to the Plaintiff, Walter Eckinger; that the Plaintiff, Walter Eckinger, be decreed to have been the owner of the premises by reason of and at the time of the recordation of said deed of warranty and that a minute of this proceeding be ordered on the margin of the said deed showing this reformation; that the said Defendants and each of them be required to set up the nature and extent of any claim they or each of them may have or claim to have in said premises or be forever barred, and that the title of the Plaintiff, Audrey M. Leader, to said premises be quieted and for such other and further relief as may be just and proper in the premises.

Decree recites as follows:

Now comes the Plaintiffs, by their attorney, and the Defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them and each of them to be true.



The Court, having carefully considered the pleadings and proofs, and being fully advised in the premises, find that the deed referred to in the petition, for the premises therein described, by mistake and inadvertence, had imprinted upon the face thereof, the following words: "This deed given as security. No revenue required." That said words were so imprinted thereon without the knowledge or consent of the Plaintiffs herein or their predecessors in title, Paul A. Mallonn and Minna L. Mallonn, now deceased, and that the same were not in accordance with the agreement of the parties thereto. The Court further find that said instrument was intended to be a general warranty deed conveying all the right, title and interest of the said Paul A. Mallonn and Minna L. Mallonn, deceased, to the Plaintiff, Walter Eckinger, and that said deed should fully conform to the intentions of said parties.

IT IS THEREFORE ADJUDGED AND DECREED by the Court that the deed referred to in the petition and recorded in Deed Book No. 2039, page 38 of the real estate records of Stark County, Ohio, be, and the same hereby is, corrected and reformed so as to eliminate therefrom the words, "This deed given as security. No revenue required", so as to constitute a full and general warranty deed for the premises therein described from the said Paul A. Mallonn and Minna L. Mallonn to the Plaintiff, Walter Eckinger; and that this decree have the force and effect of a reformation and correction of said deed as fully and completely as though said deed had been made without said words being imprinted thereon. And the Clerk is directed to have so much of this decree, as will show the change therein, put on record in the office of the Recorder of this County.

The Court further find that neither the Defendants, nor any one of them, have any estate in, or are entitled to possession of, the real estate described in the petition, or any part thereof, and that the Plaintiff, Audrey M. Leader, ought to have her title and possession quieted as against each and every one of said Defendants as prayed for in said petition.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the title and possession of the said Audrey M. Leader to all and singular the premises in the petition described already in Section No. 7, be, and the same hereby are, quieted as against the Defendants and each and every one of them and all persons claiming under them, or any of them, and they are hereby enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of the said Audrey M. Leader, her heirs or assigns, thereto. It is further ordered that the Plaintiffs pay the cost of this proceedings.

No. 10.

Harold A. Leader and Audrey M.  
Leader, husband and wife,

to

Frances C. Joliet

Warranty Deed  
Dated January 8, 1957  
Rec. for rec. Jan. 9, 1957  
Volume 2473, page 93

Conveys 95.45 acres as described in the preceding section of this Partial Abstract excepting .661 acre for a total of 94.789 acres of land situated in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio (excepted parcel is not a part of the premises herein abstracted). Subject to leases recorded in Volume 59, page 39; Volume 66, page 198; Volume 68, page 124; and subject to an easement recorded in Volume 2302, page 337, Stark County Deed Records.



No. 11.

Frances O. Joliet and  
John Deuber Joliet, wife  
and husband,

Warranty Deed  
Dated June 4, 1965  
Rec. for rec. June 11, 1965  
Volume 3079, page 667

to

Emmet M. Walsh, Bishop of  
the Diocese of Youngstown

Conveys 7.762 acres out of the above 94.789 acre tract more fully  
described as follows:

Known as and being a part of the Northwest Quarter of  
Section 5, Township 11 (Plain), Range 8, Stark County,  
Ohio, and being bounded and described as follows:

Beginning for the same at the Northwest corner of Section  
5; thence South  $84^{\circ} - 38'$  East along the section line a  
distance of 708.56 feet to a point and the true place of  
beginning; thence continuing South  $84^{\circ} - 38'$  East along  
the section line a distance of 500.87 feet to a point;  
thence South  $5^{\circ} - 40'$  West a distance of 30 feet to a  
point; thence along an arc of a curve in a Southeasterly  
direction having a central angle of  $90^{\circ} - 18'$ , a radius  
of 25 feet, a distance of 39.40 feet to a point of tan-  
gency of said curve; thence South  $5^{\circ} - 40'$  West along the  
West line of a proposed 100' street a distance of 400  
feet to a point of curvature; thence along an arc of a  
curve to the right in a Southwesterly direction having a  
central angle of  $89^{\circ} - 42'$ , a radius of 25 feet, a distance  
of 39.14 feet to a point of tangency of said curve; thence  
North  $84^{\circ} - 38'$  West a distance of 26.31 feet to a point  
of curvature; thence along an arc of a curve to the left  
in a Southwesterly direction having a central angle of  
 $89^{\circ} - 42'$ , a radius of 251.17 feet, a distance of 393.22  
feet to a point of tangency of said curve; thence South  
 $5^{\circ} - 40'$  West a distance of 75.18 feet to a point; thence  
North  $84^{\circ} - 38'$  West a distance of 225 feet to a point;  
thence North  $5^{\circ} - 40'$  East a distance of 805 feet to a  
point on the section line and the true place of beginning  
and containing an area of 7.762 acres of land more or less.

Subject to all easements of record and reserving 30 feet off the north  
line of the above described tract, and conditions and restrictions  
contained in said deed. NOTE: See Section No. 14 for conveyance  
back to Grantors herein.

No. 12.

Frances O. Joliet and  
John Deuber Joliet, wife  
and husband,

Warranty Deed  
Dated June 4, 1965  
Rec. for rec. June 11, 1965  
Volume 3079, page 670

to

Emmet M. Walsh, Bishop of  
the Diocese of Youngstown

Conveys 1.675 acres out of the above 94.789 acres more fully  
described as follows:

Known as and being a part of the Northwest Quarter of  
Section 5, Township 11 (Plain), Range 8, Stark County,  
Ohio, and being bounded and described as follows:

Beginning for the same at the Northwest corner of Section 5; thence South 84° - 38' East along the section line a distance of 708.56 feet to a point; thence South 5° - 40' West a distance of 805 feet to a point and the true place of beginning; thence South 84° - 38' East a distance of 225 feet to a point; thence South 5° - 40' West along the West line of a proposed street a distance of 300.13 feet to a point of curvature; thence along an arc of a curve to the right in a Southwesterly direction having a central angle of 89° - 42', a radius of 25 feet, a distance of 39.14 feet to a point of tangency; thence North 84° - 38' West along the North line of a proposed street a distance of 200.13 feet to a point; thence North 5° - 40' East a distance of 325.0 feet to a point and the true place of beginning and containing an area of 1.675 acres of land more or less.

Subject to all easements of record and conditions and restrictions contained in said deed. NOTE: See Section No. 13 for conveyance back to Grantors herein.

No. 13.

Diocese of Youngstown by  
James Malone, as its Trustee,  
Apostolic Administrator of  
the Diocese of Youngstown,

Warranty Deed  
Dated May 5, 1966  
Rec. for rec. May 16, 1966  
Volume 3152, page 476

to

Frances O. Joliet and John  
Deuber Joliet

Conveys 1.675 acres previously conveyed in Section No. 12 of this Partial Abstract.

No. 14.

Diocese of Youngstown, by  
James Malone, as its Trustee,  
Apostolic Administrator of  
the Diocese of Youngstown,

Warranty Deed  
Dated May 5, 1966  
Rec. for rec. May 16, 1966  
Volume 3152, page 479

to

Frances O. Joliet and John  
Deuber Joliet

Conveys 7.762 acres previously conveyed in Section No. 11 of this Partial Abstract.

No. 15.

John Deuber Joliet and Frances O.  
Joliet, husband and wife,

Warranty Deed  
Dated December 22, 1975  
Rec. for rec. Dec. 30, 1975  
Volume 3827, page 726

to

Grisez Brothers, Inc.

Conveys 78.638 acres of land situated in the Northwest Quarter of Section 5 and further described as follows:



Known as and being a part of the Northwest Quarter of Section 5, Township 11 (Plain), Range 8, in Stark County, Ohio, and being further described as follows:

Beginning at the Northeast corner of said Northwest Quarter of Section 5; thence S 5°45'30" W along the East line of said Quarter and along the East line of 0.66 acre tract of land now or formerly owned by P. & J. Cowan, a distance of 180.00 feet to an iron pin and being the true place of beginning for the tract of land herein to be described; thence continuing S 5°45'30" W along the East line of said Quarter and along a portion of the West line of a 161.43 acre tract of land now or formerly owned by M. Mohler, et al, a distance of 2070.61 feet to an iron pin at the Northeast corner of an 18.0 acre tract of land now or formerly owned by L. & E. Humbert; thence N 84°36'56" W along the portion of the North line of said Humbert Tract a distance of 1003.87 feet to an iron pin; thence N 5° 41'04" E and along the East line of a 5.0 acre tract of land now or formerly owned by L. & F. DeFrance, a distance of 222.5 feet to an iron pin; thence N 84°36'56" W along the North line of said DeFrance tract a distance of 988.68 feet to an iron pin on the East line of a tract of land now or formerly owned by R. & O. Minko; thence N 5°41'04" E along the East line of said Minko tracts and along the East line of said Minko tracts and along the East line of tracts of land now or formerly owned by G. & P. Vukovich (5.49 acre) and the North Canton Board of Education (5.77 acre) a distance of 2027.23 feet to an iron pin on the North line of said Northwest Quarter Section 5 (said pin also being on the Township line between Plain and Lake Townships); thence S 84°38' E along said Quarter Section and Township line a distance of 311.00 feet to an iron pin at the Northwest corner of a 18.652 acre tract of land now or formerly owned by M. Hopkins; thence S 5°40' W along the West line of said Hopkins tract, a distance of 1113.80 feet to an iron pin; thence S 84°38' E along the South line of said Hopkins tract and parallel to the North line of said Quarter, a distance of 729.50 feet to an iron pin; thence N 5°40' E along the East line of said Hopkins tract a distance of 1113.80 feet to an iron pin on the North line of said Quarter Section and on said Township line; thence S 84°38' E along said Quarter Section and Township line, a distance of 794.96 feet to an iron pin at the Northwest corner of said Cowan tract; thence S 5°45'30" W along the West line of said Cowan tract and parallel to the East line of said Quarter Section, a distance of 180.00 feet to an iron pin; thence S 84°38' E along the South line of said Cowan tract and parallel to the North line of said Quarter a distance of 160.00 feet to the true place of beginning and containing 78.638 acres of land more or less, be the same more or less but subject to all legal highways.

Subject to an easement over 30 feet off the entire North side for road purposes, the same being the South half of Mt. Pleasant Road. Subject to leases recorded in Volume 59, page 39; Volume 66, page 198; and Volume 68, page 124, Stark County Lease Records. Subject to an easement recorded in Volume 2302, page 337, Stark County Deed Records. Instrument reserves to Grantors, their executors, administrators, and assigns, a vendor's lien to secure the payment of \$225,000.00 with 4% interest and shall be included in the balance to be paid and shall not be any additional charge to the Grantee.



No. 16.

John Deuber Joliet and  
Frances O. Joliet, husband  
and wife

Cancellation of Vendor's Lien  
Dated January 15, 1976  
Rec. for rec. Jan. 20, 1976  
Volume 56, Page 711

Vendor's Lien reserved in deed recorded in Volume 3837, page 726, Stark County, Ohio, Records cancelled and discharged by John Deuber Joliet and Frances O. Joliet in consideration of \$225,000.00 paid.

No. 17.

Grisez Brothers, Inc., an Ohio  
corporation, by Thomas C. Grisez,  
its President-Secretary, by Frank A.  
Grisez, Executive Vice President

Warranty Deed  
Dated October 4, 1978  
Rec. for rec. Oct. 4, 1978  
Volume 4108, Page 205

to

Grisez Brothers Company, a  
partnership

Conveys 44.577 acres of land situated in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio, and being the premises at the heading of this Partial Abstract. Reserving 30 feet off the extreme north side of the above for roadway purposes (S 84°38' E - 311 feet Mt. Pleasant Street, N.E.); subject to easements recorded in Volume 2302, Page 337, Volume 3922, Page 433, and Volume 4090, Page 243, Stark County Deed Records. Subject also to leases recorded in Volume 59, Page 39, Volume 66, Page 198, and Volume 68, Page 124, Stark County Lease Records.

No. 18.

Grisez Brothers Company,  
a partnership, (T. C. Grisez,  
Inc., by Thomas C. Grisez,  
President, F. A. Grisez, Inc.,  
by Frank A. Grisez, President,  
by Richard E. Davis, Secretary)

Partnership Certificate  
No. 1335  
Dated February 2, 1978  
Filed February 3, 1978

T. C. Grisez, Inc., an Ohio corporation residing at 5458 Fulton Drive, N.W., Canton, Ohio 44718 and F. A. Grisez, Inc., an Ohio corporation residing at 5458 Fulton Drive, N.W., Canton, Ohio 44718, are interested as partners, transacting business in this State under the name of Grisez Brothers Company with principal office or place of business at 5458 Fulton Drive, N.W., Canton, Ohio 44718.

No. 19.

Grisez Brothers Company,  
a partnership

Plat - Waltham Woods No. 5  
Dated May 24, 1985  
Rec. for rec. Sept. 27, 1985  
Volume 53, Page 70

to

Waltham Woods No. 5

Plats 13.014 acres out of the premises described in the heading of this Partial Abstract of title and delineates Lots Numbers 168 through 199.

L I E N S

No. 20.

The following mortgages have been cancelled on the record since April 6, 1985, in the Stark County, Ohio, Records.



1. A mortgage from The White Truck Sales Company, et al., Pearl F. and Alfred E. Cashner, wife and husband, and Catherine Miller, a widow, to The George D. Harter Bank, Canton, Ohio, dated May 5, 1924, and recorded in Volume 784, page 210, Stark County Mortgage Records was cancelled on the record on September 2, 1926.

2. A mortgage from Pearl F. and Alfred E. Cashner, wife and husband, and Catherine Miller, a widow, to George D. Harter Bank of Canton, Ohio, dated March 30, 1928, and recorded in Volume 914, page 407, was cancelled in a subsequent instrument. NOTE: This mortgage was re-recorded in Volume 1768, page 305, Stark County Mortgage Records. (Waiver of priority of mortgage from George D. Harter Bank to C. R. Obermiller recorded in Volume 1212, page 329 in favor of a lease recorded in Volume 68, page 124.)

3. A mortgage from Catherine Miller, a widow, and Pearl F. Cashner, heir-at-law, to Zink Insurance Agency, dated January 14, 1937, and recorded in Volume 1172, page 532, was cancelled on the record on May 13, 1948. (Waiver of priority of mortgage - Volume 1212, page 330, Stark County Records, from Zink Insurance Agency to C. R. Obermiller in favor of a lease recorded in Volume 68, page 124.)

4. A mortgage from Pearl F. and Alfred E. Cashner, wife and husband, and Catherine Miller, a widow, to The George D. Harter Bank, dated March 30, 1928, recorded in Volume 1768, page 305, was cancelled on the record on May 11, 1949. NOTE: This instrument is a rerecording of a mortgage recorded in Volume 914, page 407, Stark County Mortgage Records.

5. A mortgage from Minna L. and Paul A. Mallonn to the First Federal Savings & Loan Association, dated December 18, 1950 and recorded in Volume 1961, page 520, was cancelled on the record on December 28, 1951.

6. A mortgage from Walter and Hilda M. Eckinger, husband and wife, to the Citizens Savings Association, dated December 21, 1951, and recorded in Volume 2048, page 232, was cancelled on the record on April 20, 1954.

7. A mortgage from Audrey M. and Harold A. Leader, wife and husband, to Walter Eckinger, dated April 20, 1954, and recorded in Volume 2229, page 613, was cancelled on the record on August 5, 1954.

8. A mortgage from Audrey M. and Harold A. Leader, wife and husband, to The Citizens Savings Association, dated April 20, 1954, and recorded in Volume 2229, page 574, was cancelled on the record on January 8, 1957.

9. A mortgage from Frances O. and John D. Joliet, wife and husband, and Pauline Joliet, unmarried, to The Peoples-Merchants Trust Company, dated January 8, 1957, and recorded in Volume 2452, page 495, was cancelled on the record on February 25, 1958.

10. A mortgage from Frances O. and John D. Joliet, wife and husband to The Peoples-Merchants Trust Company, dated February 25, 1958, and recorded in Volume 2552, page 168, was cancelled on the record on December 20, 1961.

11. A mortgage from Frances O. and John D. Joliet, her husband, to The Citizens Savings Association, dated December 19, 1961, and recorded in Volume 2854, page 554, was cancelled on the record on November 25, 1970.



No. 21.

Grisez Brothers, Inc., an  
Ohio corporation, by Thomas C.  
Grisez, President-Secretary,  
by Frank A. Grisez, Vice  
President-Treasurer

Mortgage \$75,000.00  
Dated December 30, 1975  
Rec. for rec. Dec. 30, 1975  
Volume 3896, Page 952  
Cancelled January 20, 1976

to

The Central Trust Company of  
Northeastern Ohio, N.A.

Mortgage given to secure a note not to exceed \$75,000.00 and  
covering 78.638 acres situated in the Northwest Quarter of Section  
5, Plain Township, Stark County, Ohio, as more fully described in  
Section No. 15.

No. 22.

Grisez Brothers, Inc., an  
Ohio corporation, by Thomas C.  
Grisez, President-Secretary,  
by Frank A. Grisez, Vice  
President-Treasurer

Open end Mortgage \$1,500,000.00  
Dated January 19, 1976  
Rec. for rec. Jan. 20, 1976  
Volume 3898, Page 219  
Cancelled October 4, 1978

to

The Central Trust Company of  
Northeastern Ohio, N.A.

Mortgage given to secure a note not to exceed \$1,500,000.00  
and covering the acreage described in the preceding section of  
this Partial Abstract.

No. 23.

Grisez Brothers Company, a  
partnership, by T. C. Grisez,  
President, by F. A. Grisez,  
President

Open-end Mortgage \$840,000.00  
Dated October 4, 1978  
Rec. for rec. Oct. 4, 1978  
Volume 4138, Page 804  
Cancelled October 23, 1980

to

The Central Trust Company of  
Northeastern Ohio, N.A.

Mortgage given to secure a note not to exceed \$840,000.00 and  
covering 44.577 acres situated in the Township of Plain, County of  
Stark and more fully described at the heading of this Partial  
Abstract. Subject to leases recorded in Volume 59, Page 39;  
Volume 66, Page 198; Volume 68, Page 124, and easements contained  
in Volume 3922, Page 433; Volume 4090, Page 243; and Volume 2203,  
Page 337, Stark County, Ohio, Records. Also subject to 30 feet  
off the extreme north side of the above for roadway purposes  
(S 84°38' E - 311 feet Mt. Pleasant Street, N.E.).

No. 24.

Grisez Bros. Co., a  
partnership, by T. C. Grisez,  
Inc., a partner, by Thomas C.  
Grisez, President, F. A.  
Grisez, Inc., a partner, by  
Frank A. Grisez, President

Mortgage \$206,000.00  
Dated July 16, 1985  
Filed Aug. 13, 1985 at 4:07 PM  
Volume 340, Page 231

to

Board of County Commissioners  
of Stark County, Ohio

Covers Lots Nos. 168 through 199 in Waltham Woods No. 5,  
Northwest Quarter of Section 5, Plain Township, Stark County, Ohio.



No. 25.

The following oil and gas leases have been cancelled in the records of Stark County:

1. A lease from Catherine Miller, et al., to the East Ohio Gas Company, dated May 15, 1930, and recorded in Volume 44, page 435, for a six month term was cancelled on September 20, 1930.
2. A lease from Catherine Miller, widow, et al., to the East Ohio Gas Company, dated March 7, 1931, recorded in Volume 49, page 225, was cancelled on May 23, 1933.
3. A lease from Catherine Miller, et al., to the East Ohio Gas Company, dated April 25, 1933, and recorded in Volume 52, page 235, was cancelled on July 19, 1935.
4. A lease from Catherine Miller, et al., to the East Ohio Gas Company, dated August 2, 1935, and recorded in Volume 60, page 281, was cancelled on November 2, 1937.
5. A lease from Catherine Miller, et al., to C. R. Obermiller, dated February 23, 1939, and recorded in Volume 68, Page 124, was cancelled on the record on May 20, 1954, by C. R. Obermiller only. (Lessor's interest assigned as security to the George D. Harter Bank on February 23, 1939, in the same instrument; this lease was assigned to Ed H. Obermiller on July 10, 1939, in Assignment Record 4, Page 254). Ed H. Obermiller assigned an undivided 3/16 interest back to C. R. Obermiller on July 11, 1939, as recorded in Assignment Book 4, page 275, Stark County Records.

No. 26.

Catherine Miller, a widow,  
Pearl F. Cashner and A. E.  
Cashner, her husband

to

The East Ohio Gas Company

Oil & Gas Agreement \$1.00  
Dated May 24, 1934  
Rec. for rec. June 22, 1934  
Volume 59, page 39  
CANCELLED March 26, 1980

A lease for a term of one year and so much longer as oil and gas or their constituents is or are found on said premises in paying quantities in the judgment of the lessee. Leases a 95.45 acre tract of land situated in the Northwest Quarter of Section 5, Plain Township, Stark County, Ohio. (Lessor's interest assigned a security to the George D. Harter Bank in same instrument.)

No. 27.

Catherine Miller, a widow,  
Pearl F. Cashner and A. E.  
Cashner, her husband,

to

R. E. Richardson and W. T.  
Denny

Oil & Gas Lease  
Dated February 14, 1938  
Rec. for rec. Feb. 18, 1938  
Volume 66, Page 198  
CANCELLED March 26, 1980

Provides for operating and drilling for oil and gas for a term of thirty days and so long thereafter as operations for oil and gas or either of them is produced from said 95.45 acre tract by the Lessee. (Lessor's interest is assigned as security to the George D. Harter Bank on February 15, 1938, in same instrument.)

No. 28.

Re: Conditions and Restrictive  
Covenants for Waltham  
Woods No. 5

Dated October 4, 1985  
Rec'd October 7, 1985  
O.R. Vol. 357, Page 742

See attached photocopy.

No. 29.

There are no other mortgages except as set forth at No. 24.

No. 30.

There are no old age pension liens.

No. 31.

There are no leases or mechanic's liens.

No. 32.

There are no personal tax, federal tax, recognizance bond, or unemployment compensation tax liens.

No. 33.

There are no financing statements or security instruments shown by the real estate mortgage indexes.

No. 34.

There are no proceedings in the Probate Court for guardianship, lunacy, feeblemindedness, or epilepsy.

No. 35.

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

No. 36.

A search of the records of the United States Bankruptcy Court, Canton, Ohio, from October 1, 1979, shows no pending actions which would affect premises abstracted.

No. 37.

REAL ESTATE TAXES:

June, 1985, payment of \$250.48 has been paid. This reflects a credit of \$185.71 and a 10% reduction of \$27.83.  
Parcel #55-01975

ASSESSMENTS: No assessments appear on tax duplicate and no search made for assessments not appearing thereon.

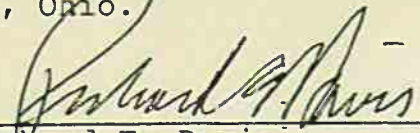
No. 38.

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



\* \* \* \* \*

I hereby certify that the foregoing Partial Abstract of Title consisting of 38 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 described by the General Indexes in the several county offices in and for Stark County, Ohio.



Richard E. Davis  
Attorney at Law

Canton, Ohio  
October 8, 1985  
8:00 A.M.

Plain Township Historical Society

CONTINUATION

to the foregoing Partial Abstract of Title to Lot No. 199 in Waltham Woods No. 5, Plain Township, Stark County, Ohio, showing all changes affecting the title since and including October 8, 1985.

No. 39.

There are no deeds.

No. 40.

The mortgage recorded in Volume 340, page 231 and set forth at No. 24 of the preceding Abstract, remains UNCANCELLED on the record; there are no other mortgages.

No. 41.

Grisez Brothers Company,  
by Frank A. Grisez, Partner  
and Thomas C. Grisez, Partner

Easement  
Dated - October 18, 1985  
Rec. for Rec. - February 3, 1986  
Volume 394, page 318

to

Ohio Edison Company

Grants easement for transmission of electric current etc. over land in Waltham Woods No. 5--see copy attached.

No. 42.

There are no old age pension liens.

No. 43.

There are no leases or mechanic's liens.

No. 44.

There are no personal tax, Federal tax, recognizance bond, or unemployment compensation tax liens.

No. 45.

There are no financing statements or security instruments shown by the real estate mortgage indexes.

No. 46.

There are no proceedings in the probate court for guardianship, lunacy, feeblemindedness, or epilepsy.

No. 47.

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



No. 48.

A search has been made of the records of the United States Bankruptcy Court from October 8, 1985 to date hereof, in the Canton, Ohio office and we find no matters filed for record which would affect subject premises.

No. 49.

TAXES: Parcel No. 55-02156 - Lot 199 Wh  
Land - \$560; Bldg. -0-

First half, 1985 in the amount of \$9.04 - paid.  
Taxes for the second half, 1985 in the amount of \$9.04 - not posted as paid - now due.

No. 50.

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

\* \* \* \* \*

I hereby certify that the foregoing Continuation of Abstract of Title consisting of Nos. 39 through 50 inclusive, was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises as described by the General Indexes in the several County offices in and for Stark County, Ohio, since and including October 8, 1985 to the date hereof.



Attorney at Law

Canton, Ohio  
July 15, 1986  
at 8:00 A. M.

Plain Township Historical Society

VCL 394 PAGE 318 86 002864

KNOW ALL MEN BY THESE PRESENTS:

That.....GRISEZ BROTHERS COMPANY A PARTNERSHIP.....  
the Grantor(x), for and in consideration of the sum of One Dollar (\$1.00) and other valuable con-  
siderations, received to .....its..... full satisfaction of Ohio Edison Company, an Ohio  
corporation, the Grantee, do(es) hereby grant unto Grantee, its successors and assigns, an easement  
and right of way, together with the rights and privileges hereinafter set forth, for lines for the dis-  
tribution of electric current and the operation of telephone and telegraph lines in, under and across  
the following described premises:

Located in the Township of Plain, County of Stark, and being a part of the  
northwest quarter of Section 5, and being known as WALTHAM WOODS NO 5 as recorded  
in Plat Book 57 Page 70, and being Sub Lots 168 thru 199 inclusive of the Stark  
County Record of Plats:

With the right to install underground electric distribution facilities upon the  
lands of Grantors, said underground facilities to be installed within a strip of  
land ten (10.00) feet in width off the front or side lot lines, which abut the  
SANDLEFORD AVENUE N.W.; WATERBURY STREET N.W.; and RIVER RUN CIRCLE, including the  
necessary underground road crossings, in order to provide underground electric  
service thereon.

55 02125  
2156

THE AFORESAID PARTNERSHIP  
IS ON RECORD IN THE STARK  
COUNTY COMPLETION OFFICE,  
RECORDED BY R.C. 1777.02,  
JANET WEIR CREIGHTON, RECORDER

INDEX	
DESCP	
C-REF	
COMP'D	

IN COMPLIANCE  
WITH ORC 319.202

FEB 3 1986

WILLIAM B. BOWMAN  
STARK COUNTY AUDITOR

EX. FEE \_\_\_\_\_ DEPUTY

TRANSFER  
NOT NECESSARY  
FEB 3 1986  
WILLIAM B. BOWMAN  
AUDITOR STARK COUNTY  
Deputy

In addition to said easement and right of way, the following rights are hereby granted to Ohio Edison  
Company:

- (1) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, un-  
der and along said right of way across said premises such cables, wires, pipe, conduits,  
service pedestals, above-surface and sub-surface transformers, transformer pads, service  
hand-holes and other usual fixtures and appurtenances as may by Grantee be deemed  
necessary or become necessary for or in connection with the underground distribution of  
electric current and the operation of telephone and telegraph lines;
- (2) To enter and pass on, over and across any part of said lot(s) when reasonably necessary for  
access to and from said right of way, and to use the premises parallel to and adjoining the  
boundaries of said right of way for piling dirt and for the operation of apparatus, appliances  
and equipment in exercising any of its rights enumerated herein;
- (3) To trim, cut and remove at any and all times any trees, limbs, roots, underbrush or other  
obstructions within or near said right of way which may in the judgment of the Grantee in-  
terfere with, limit access to or endanger transformers, service pedestals, cables or their ap-  
purtenances, or their efficient operation;
- (4) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, un-  
der and along said right of way and within the street limits cables, wires, pipe, conduits,  
street light standards and other usual fixtures and appurtenances as may by Grantee be  
deemed necessary or become necessary for or in connection with the operation of street  
lights.

002864

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Grantor(s) reserve(s) the right to use the right of way area, but only for the purpose of planting grass, flowers and ornamental shrubbery and subject to Grantee's rights enumerated herein. In the event Grantee digs up the right of way or a portion thereof, or otherwise uses the right of way for any of the purposes herein enumerated, which require the removal of said flowers or shrubbery, Grantee shall exercise ordinary care in removing and replanting them but will not assure the continued life of the flowers or shrubbery so removed and replanted.

The easement and rights herein granted are subject to the equal rights of other utilities in that portion of said premises which is designated on the plat of ..... Allotment as "..... foot easement for utility purposes."

To have and to hold the said easement, rights and right of way to Grantee, its successors and assigns, forever. And Grantor(s) do(es) for ..... its ..... self, ..... its ..... heirs, executors, administrators, successors and assigns, covenant that ..... it is ..... well seized of the above described premises and ..... has the ..... good right to grant the foregoing rights and privileges.

IN WITNESS WHEREOF, we have hereunto set our hands as of the 18th day of October, 19 85.

SIGNED IN THE PRESENCE OF:

GRISEZ BROTHERS COMPANY, A PARTNERSHIP

Witness *Mary Bland*

By *Frank A. Grisez* Partner its

Witness *Norma Capocci*

By *Thomas C. Grisez* - Partner its

Witness *Mary Bland*

By its

Witness *Norma Capocci*

By its

THIS SPACE RESERVED FOR RECORDER'S STAMP

RECEIVED FOR RECORD AND RECORDED FEB 3 1986 at 1:17 o'clock In Stark County OFFICIAL RECORDS Vol. 394 Page 318 JANET WEIR CREIGHTON Recorder Fee 12.00

STATE OF OHIO } 85  
COUNTY OF Stark }

The foregoing instrument was acknowledged before me this 18th day of October, 19 85

GRISEZ BROTHERS COMPANY, A PARTNERSHIP

by ..... GRANTORS.  
by *Frank A. Grisez* and *Thomas C. Grisez* its Partners

*Norma Capocci*

Notary Public  
NORMA CAPOCCI

NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 28, 1990

This instrument was prepared by JAMES R. KING Attorney at Law

GRITSEZ BROS. REALTY, INC., an Ohio Corporation, for valuable consideration paid, grants with GENERAL WARRANTY COVENANTS to:

THOMAS I. PIEPER and JANE F. PIEPER

whose Tax Mailing Address is: 2810 River Run Circle N.W. North Canton, Ohio 44720

the following real property:

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

Known as and being Lot No. 199 in Waltham Woods No. 5 as the same is shown and delineated in Volume 53, Page 70, Stark County, Ohio Plat Records, but subject to all legal highways.

Subject to the Conditions and Restrictive Covenants dated October 4, 1985 and recorded in Volume 357, Page 742, Stark County Records, and Ohio Edison Easement dated October 18, 1985, recorded in Volume 394, Page 318, Stark County Records. In accepting this grant, and as part of the consideration therefore, the Grantees agree:

1. that the temporary sewage treatment plant serving Bob-O-Link Estates and other lands will be abandoned at such time as Stark County shall install and place in operation a collection system to a central Sewage Treatment System to which users of this temporary sewage treatment plant and system shall be connected;
2. that the Grantees connection with the Central Sewage System provided by Stark County shall be mandatory and shall be on an assessment basis or lump sum tap-in charge as may be the policy of the Stark County Commissioners in the sewer district involved at the time of the connection; provided, however, if the Developer has paid a tap-in charge when the County Sewer Permit was procured for a building, the Board of Commissioners of Stark County does agree that no further assessment or tap-in charge shall be made in connection with the sewer for that particular building; Developer or Grantor herein shall have no liability to Grantees, their heirs and assigns, should said commissioners attempt to collect further tap-in charges;
3. that until the Stark County central sewage system is installed and available, the Grantee will be required to pay a service charge which is the same service charge per type connection as is in effect in the Metropolitan Sewer district and as such may be amended from time to time.
4. that the notice to the Grantees herein set forth shall be binding upon the Developer and Grantee and all future grantees, their heirs and assigns, and any and all claiming title under them;
5. that no water well shall be drilled or maintained on the premises so long as Applegrove Water Company, or its successors, is able to provide water service.

Subject further to all taxes and assessments, both general and special, covering the period of time subsequent to the date of this conveyance, all of which the Grantees herein assume and agree to pay

A True Certified Copy

JANE VIGNOS, Stark Recorder

By Beverly S. Mattingly, Deputy

Date AUG 18 1986

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IN COMPLIANCE WITH ORC 319.202

JUL 30 1986

WILLIAM B. BOWMAN STARK COUNTY AUDITOR

19.10 FEE DEPUTY

RECEIVED FOR RECORD AND RECORDED  
 JUL 30 1986  
 at 11:46 o'clock  
 In Stark County  
 OFFICIAL RECORDS  
 Vol. 453 Page 925  
 JANET WEIR CREIGHTON  
 Recorder Fee /R.A.V.

TRANSFERRED  
 507  
 JUL 30 1986  
 WILLIAM B. BOWMAN  
 AUDITOR STARK COUNTY  
 DB Deputy

006987



CONDITIONS AND RESTRICTIVE COVENANTS  
FOR WALTHAM WOODS NO. 5

The undersigned being the owners and developer of Lots 168 through 199, inclusive, in Waltham Woods No. 5, an allotment described in Plat Book of the Stark County, Ohio Plat Records, does hereby establish the following conditions and restrictive covenants covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all of the present and future owners of property in "Waltham Woods No. 5".

1. No lot or any part thereof shall be used except for residential purposes only. Each residence building shall have a two car attached garage.
2. The living area of any dwelling constructed shall not be less than 1700 square feet of space. Living area includes only finished and heated space, exclusive of garages, attics, basements, or patios.
3. The erection of any building on said premises must be completed within one (1) year from the beginning of building operations. No structure of a temporary character, trailer, basement, tent, shack, or garage shall be permitted on any lot at any time and no residence may be occupied as living quarters until it is completed.
4. Motor homes, campers, travel trailers, boats, trucks, buses or any other recreational or commercial vehicle shall be parked in garages at all times. Any such vehicle which is too large to fit entirely within a garage shall not be parked in the allotment.
5. No fence, including hedge or shrubbery fence shall be built or permitted on said property in front of the front building line nor shall any fence, hedge, or shrubbery fence be built or permitted to the rear of the front building line the height of which exceeds five (5) feet.
6. A hard surface driveway shall be constructed on the property no later than 12 months from the time of occupancy of the property.
7. 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. No animals, except two (2) dogs or cats shall be kept or harbored on said premises.  
No intoxicating liquors of any kind or character shall ever be manufactured, sold or permitted to be sold on said property.  
No excavation for the purpose of securing sand or gravel shall be greater than necessary for buildings to be located thereon.
8. No mail box shall be erected or maintained on the premises until the style, color, and supporting post have been approved by the undersigned.
9. No building of any kind shall ever be moved on said lot. However, a structure not greater than eight (8) feet in width, ten (10) feet in length, and eight (8) feet in height is permitted when used exclusively for storage of gardening, lawn care, or household maintenance tools and equipment, or personal household goods provided such a structure is constructed of natural wood products and is of earthtone colors, and is located in the rear yard of the lot.
10. No building of any kind may be erected or maintained on any of the lots in said allotment, until the plans and specifications, elevation, location, materials and grade thereof, have been submitted in writing and are approved in writing by an authorized employee of the undersigned.
11. After any building has been erected on said premises and occupied, the owners shall maintain a general good appearance of said premises and shall in no case allow weeds to grow on any part of said lot including easement reserved for public utilities and the land lying between the front lot line and the road improvement. A finish lawn shall be planted and seeded within six (6) months after occupancy of the residence.

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- 12. The undersigned reserves the right for themselves, their agents, employers, successors and assigns to enter upon any lot for the purposes of carrying out and completing the development of the property, including but not limited to the completion of any filling, grading, or installation of drainage facilities. Entry into said property for such purposes shall not be deemed a trespass.
- 13. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes owner of any lot in this development, as well as the undersigned and its successors or assigns.
- 14. All of the provisions of this instrument shall be deemed as covenants running with the land and not as conditions, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2000, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development has been recorded, agreeing to change said covenants in whole or in part.
- 15. The undersigned reserves for itself, its successors and assigns, the right to amend, change, cancel or add to any or all of the aforementioned provisions, when it deems such course of action advisable; provided, however, that no amendment, change, cancellation or addition shall be made unless an appropriate instrument signed by the majority of the then owners of the property has been recorded, agreeing to such amendment, change, cancellation or addition.

IN WITNESS WHEREOF, we have hereunto set our hand this 4th day of October, 1985.

GRISEZ BROS. CO., a partnership  
By T. C. Grisez, Inc., a partner

Mary Bohus  
Norma Capocci

By Thomas C. Grisez  
Thomas C. Grisez, President

By F. A. Grisez, Inc., a partner

Mary Bohus  
Norma Capocci

By Frank A. Grisez  
Frank A. Grisez, President

STATE OF OHIO, STARK CO:

Before me, a Notary Public, in and for said county, personally appeared the above named Grisez Bros. Co., a partnership, by Thomas C. Grisez, President of T. C. Grisez, Inc., partner and by Frank A. Grisez, President of F. A. Grisez, Inc., partner, who acknowledge that they did sign the foregoing instrument and that the same is their free act and deed, the free act and deed of said partners, and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio this 4th day of October, 1985.

THE AFORESAID PARTNERSHIP  
IS ON RECORD IN THE STARK  
COUNTY RECORDER'S OFFICE.  
REQUIRED BY R.C. 1777.02.  
JANET WEIR CREIGHTON, RECORDER

Norma Capocci  
Notary Public  
NORMA CAPOCCI  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 28, 1990



THIS INSTRUMENT PREPARED BY:  
Grisez Bros.

RECEIVED FOR RECORD  
AND RECORDED  
OCT 7 1985  
3:04 o'clock P.M.  
In Stark County Official  
Records  
Vol. 357 Page 743  
JANET WEIR CREIGHTON  
Recorder Fee 10.00