

A B S T R A C T O F T I T L E

T O

Premises situated in the Township of Plain, County of Stark and State of Ohio, and known as and being Lot Number 66 in CHATHAM HILLS ALLOTMENT No. 2, as numbered on the Plat of said Allotment in Plat Book No. 32, page 85 of the Stark County Plat Records.

Subject 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, sewers, mains or pipes, to the Grantors herein, or to such public utility company or companies, or municipal corporation, furnishing water, sewer, electricity, heat, power, light or telephone service, in the manner and form which the Grantors 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 Village of North 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 CHATHAM HILLS ALLOTMENT No. 2.

As a part of the consideration hereof, the Grantee s, their heirs and assigns, hereby covenant and agree with and for the mutual benefit of said Grantee s, and Grantors, 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 s and the Grantors that said covenants and restrictions are adopted for the benefit and protection of all present and future owners of property in CHATHAM HILLS ALLOTMENT No. 2, and that all of 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 it being further understood and agreed that the Grantors 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:

No lot shall be improved, used or occupied for other than private residence purposes only, and no flat or apartment house, though intended for residence purposes, shall be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family only. No residence or dwelling house shall be erected on any lot in CHATHAM HILLS ALLOTMENT No. 2 that has not good architectural lines and proportions; no building of any kind shall be moved upon said premises; not more than one dwelling house shall be built on any one lot; the premises above described shall not be sub-divided or allotted and no commercial advertising signs or billboards shall be erected or maintained on said premises; no sign advertising any lot for sale shall be larger than ten (10) square feet.

SECOND:

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

THIRD:

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.

FOURTH:

Any residence erected wholly or partially on any lot or on any part 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, or on any lot having frontage on more than one street, the said residence shall front or present a good frontage on all streets. Any residence erected on any lot, or part of parts thereof, or any combination of lots, of said Addition, shall contain not less than Twenty-one Thousand (21,000) cubic feet, exclusive of the garage, or 1250 square feet first floor living area, exclusive of garage.

FIFTH:

No building of any kind shall be erected on any lot, any part of which (excepting the front steps, bay, projecting windows, stairway landings, cornice, spouting, chimneys, brackets, pilasters, grill work, trellises and any other similar projections for purely ornamental purposes, not to exceed three (3) feet shall be nearer the front lot line than that as shown by the building line on the recorded Plat of CHATHAM HILLS ALLOTMENT No. 2. This same provision shall apply to the outside side lines of all corner lots.

No residence shall be built any part of which (with the same exception as above) is nearer to the inside lot lines than fifteen (15) feet, (this building restriction is intended for the benefit of adjoining property owners and where any person owns two or more adjoining lots, this restriction shall apply only to the outside lines of said lots owned by said person).

Provided, however, that the Grantors, their heirs, successors or assigns, shall have, and do hereby reserve the right in the sale and conveyance of any of said lots on CHATHAM HILLS ALLOTMENT No. 2 to change any building lines shown thereon and may at any time thereafter, with the consent in writing of the then record owner of the Fee Simple to any such lot, change any such building line which is shown on said Plat, on such lot or lots, or which may, in such sale and conveyance, be established by it; provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence on any lot, exclusive of those projections hereinbefore set forth, more than ten (10) feet nearer to the street, nor more than five (5) feet nearer to the side lines as shown on said Plat, on any such lot or lots. Like permission may be given for a greater extension for any of the excepted portions above enumerated. Any such permission shall be in writing.

SIXTH:

No turkeys, geese or ducks and no domestic animals except dogs and cats, may be kept on said premises. No chickens or other fowl shall be raised for commercial purposes or be permitted to run at large upon said premises. No nuisance of any kind shall be maintained or allowed on said premises and no use thereof shall be made or permitted that is noxious or dangerous to health.

SEVENTH:

A private garage of neat design may be erected on the rear of the lot or attached to the side or rear of the house, but in either case it shall be so located as not to conflict with either the side or rear lot line restrictions.

EIGHTH:

No excavation for the purpose of securing sand or gravel shall be made of greater extent or depth than necessary for construction of the building or the appurtenances thereto, to be located thereon.

NINTH:

After any building has been erected on said premises, the owner 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 any easement reserved for public utilities and the land lying between the front lot line and the road improvement.

TENTH:

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

ELEVENTH:

No fence or railing, unless it is a shrubbery hedge, shall be more than forty (40) inches in height in front of the front building line hereinbefore established.

TWELVETH:

No buildings may be erected or maintained on the property herein sold for a period of twenty (20) years from April 1, 1952, until the plans, elevation, location, materials and grade thereof have been submitted to the Grantors and by them approved in writing, and a copy of said plans deposited with said Grantors; nor shall any change or alteration be made in the design of any buildings after the original construction thereof and during the said twenty (20) year period until approval thereof has been given in writing by the Grantors, and during said period of time, no fences or walls may be erected on said property until approval thereof has been given in writing by the Grantors. The Grantors shall have the right to refuse any building, grading or location plans which are not suitable or desirable, in their opinion, for aesthetic or other reasons, and they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

THIRTEENTH:

The Grantors herein reserve the right to join in the organization of an association or company to whose membership the owners of land in said CHATHAM HILLS ALLOTMENT No. 2 may be eligible, whose object shall be the enforcement of restrictions, excluding the right to give such approval or consent as required in Restrictions Twelfth and Fifteenth, and the doing of such maintenance of vacant property and streets as the association may deem advisable, and for the doing of such may obligate the land herein sold for the payment of a normal annual assessment of not exceeding Ten Cents (10¢) per hundred (100) square feet of the net area. The Grantee s agree _____ to pay said annual assessment to the Grantors or the Association or Company so organized, upon demand.

FOURTEENTH:

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

FIFTEENTH:

In consideration of like covenants by the owners of Lots Number 65 and acreage adjoining Grantees' Lot on either side, and their appointing the Grantors their attorney in fact for the purposes herein stipulated, the Grantees agree that said Lot Number 66 shall not be leased or sublet, or the possession or title passed, by deed or otherwise, unless and until consent thereto is given by owners of Lots Number 65 and acreage, and the Grantees hereby irrevocably appoint the Grantors, or either of them, attorney in fact, with full power of substitution to execute such consent on behalf of the Grantee s herein as to Lots Numbers 65 and acreage; provided, however, that such consent shall not be withheld by said attorney in fact if and after written request is made to said attorney in fact by said owners of Lots Numbers 65, 66 and acreage. Such consent shall be endorsed upon the instrument passing such title or possession.

No consent shall be necessary upon the sale of said premises under judicial process upon foreclosure of any mortgage in favor of any bank, building and loan association or insurance company, nor upon the passing of title by devise or descent, but this provision shall become binding upon the purchaser at such judicial sale and such devisees or heirs-at-law.

SIXTEENTH:

Any of the covenants and restrictions set forth herein may, at any time, and in any manner be changed with the written consent of the owner or owners of seventy-five percent (75%) of the frontage of the lots in said CHATHAM HILLS ALLOTMENT No. 2, except as to the covenants and restrictions contained in Sections "Second", ~~and "Third" hereof.~~ "Twelfth", "Fifteenth" and "Sixteenth" hereof.

SEVENTEENTH:

Any covenants or restrictions contained in this Agreement may be enforced against any violation thereof by any present or future owner or owners of any lot located in said CHATHAM HILLS ALLOTMENT No. 2 by any proper legal or equitable proceedings, the same being for the benefit of all present and future owners of land in said proposed Allotment. Wherever the Grantors' names are used in provisions for enforcing or extending the said covenants or restrictions, any Association or Company referred to in Restriction ~~Thirteen~~ may be substituted and Grantors' rights hereunder transferred thereto, except as provided for in Item "Sixteenth".

NOTE: Above restrictions recorded in Vol. 2750, page 78, Stark County, Ohio, Records, No. 2.

All deeds, mortgages and other instruments of writing set forth in the following sections are proerly executed unless otherwise noted therein, and all cancellations of mortgages and other instruments are regular unless otherwise noted.

When the husband or wife joins in the granting clause, the name will appear as at Section No. 6, but when dower only is released, it will appear as "husband" or "wife" only as at Section No. 4.

No. 3

We find no patent for the Southwest Quarter of Section #5, Township #11, Range #8, or any part thereof on record in the Stark County Recorder's Office.

No. 4.

Henry Myer and wife
to
Daniel Holl

Warranty Deed \$2146.75
Dated Oct. 29, 1831
Rec. for rec. Nov. 2, 1831
Vol. "I", page 521.

Conveys the Southwest Quarter of Section #5, Township #11, Range #8, beginning at the southwest corner of said section; thence with the western boundary of said section 42.43 chains to the quarter post, corner of said quarter; thence north 89 deg. 36' east 40.48 chains to the center post of said section; thence south 1 deg. west 42.55 chains to the quarter post in the south boundary of said section; thence north 89 deg. west 40.36 chains to the place of beginning, containing 171.74 acres, more or less.

NOTE: Grantors sign, "Heinrich Meyer" (German script)
"Catharine x Myer
her mark

No. 5.

On September 24, 1854, Daniel Holl and wife, conveyed to Jacob Holl the following described part of the Southwest and Northwest Quarters of Section #5, Township #11, Range #8, beginning at the southeast corner of Southwest Quarter; thence north on said line to the northeast corner of said quarter; thence same course on the east line of Northwest Quarter 35.4½ perches to a stake at the southeast corner of Widdow Leb's land; thence west along the south line of said Widdow's land 85.2½ perches to a stake; thence south parallel to east line of said quarter to the south boundary line of the Southwest Quarter to a point 85.2½ perches west from the southeast corner of said quarter containing 110 acres.

Vol. 60, page 269, Stark County Recorder's Office.

No. 6.

Daniel Holl and
Barbara, wife,
to
Isaac Sell

Warranty Deed \$4095.00
Dated June 26, 1863
Rec. for rec. Aug. 6, 1864
Vol. 85, page 202.

Conveys part of the Southwest Quarter of section 5, Township 11, Range 8, beginning at the southwest corner of said quarter section and running thence with the southern boundary eastwardly 19.01 chains to a stone and southwest corner of a tract of land belonging to John Shits for part of said quarter section; thence with his western boundary northwardly 42.68 chains to a stone on the north boundary of said quarter; thence with said boundary westwardly 19.41 chains to a stone and northwest corner of said quarter section; thence with it southwardly 42.60 chains to the beginning and containing 81.91 acres.

We find no Will of Isaac Sell on record in the Stark County Probate Court.

No. 8

Isaac Sell's Estate

#206
 1867 Jan. 5, Leah Sell, admnrx.
 " " " Bond \$5000.00 filed.
 " " " Letters issued.
 " May 2 Inventory and sale list
 filed
 " Aug. 3 Final account filed.
 Admr. D.c. "E", page 104
 Stark County Probate Court.

No. 9

At the time of the administration of this estate, applications for letters of administration, setting forth the names of the heirs at law and next of kin of persons whose estates were being administered, were not filed for record in the Stark County Probate Court.

No. 10.

Flora F., Harriet A., and
 Milton H. Sell's
 Guardianship.

#541
 1867 Apr. 3 Jacob Holl, guardian
 " " " Bond \$8000.00 filed.
 " " " Letters issued.
 " Dec. 5 Inventory filed.
 1869 Aug. 21 Partial account filed.
 1872 Jan. 9 2nd Partial acct filed
 1874 Apr. 27 Final account of
 Harriet and partial
 account as to rest
 filed.
 1876 Feb. 25 Final account as to
 Flora and partial
 account as to Milton
 filed.
 1877 Mar. 13 Final account of
 Milton filed.

Gdn. Doc. "D", page 277
 Stark County Probate Court.

Journal "D", page 277, Stark County Probate Court, recites that Flora F. Sell was aged 9 years on August 8, 1866; Milton H. Sell was aged 11 years on March 8, 1867, and Harriet A. Sell was aged 12 years on July 15, 1866.

No. 11

Leah Sell, administratrix
 of Isaac Sell, deceased,

-vs-

Harriet A. Sell
 Milton H. Sell
 and Flora F. Sell

COMPLETION OF LAND CONTRACT

1867 Feb.6 Petition filed.
 " Mar.9 Geo. E. Baldwin apptd
 guardian ad litem.
 " " " Answer of Guardian ad
 Litem filed.
 " " " Notice filed.
 " " " Deed ordered.

Civil Doc. "A", p.533
 Civil Rec. "C", p.63
 Stark County Probate
 Court.

To the Hon. Judge of the Probate Court within and for the County of Stark and State of Ohio.

Your petitioner, Leah Sell, administratrix of the estate of Isaac Sell, deceased, respectfully represents that on the 19th day of September, 1866, the said Isaac Sell, then in full life, entered into a contract in writing with John Roush, of said County for the sale of the following described real estate situate in said county, towit: part of the Southwest Quarter of Section No. five, in Township number eleven, of range number eight, bounded as follows: beginning at the southwest corner of said quarter; thence eastwardly along the quarter line, nineteen chains and one link to a stone, being the southwest corner of lands of John Shitz; thence north with said Shitz's western boundary, forty-two chains and sixty-eight links, to a stone in the north line of said quarter; thence west along the quarter line, nineteen chains and forty-one links, to a stone at the northwest corner of said quarter; thence south with the quarter line, forty-two chains and sixty links, to the place of beginning; containing 81 91/100 acres, upon the following terms: The said Roush agreed to pay for said premises the sum of six thousand four hundred and fifty dollars in manner following: "Two thousand dollars or more at the delivery of the deed, and the remainder is to be divided into notes of five hundred dollars each, and are to be so executed that they become due alternately one year, the first of April of each year," with interest, payable annually; as will appear by a copy of said contract hereto attached.

That the said John Roush is ready to perform the stipulations of said contract on his part, upon the execution to him of a valid deed for said premises.

That Harriet A. Sell, Milton H. Sell and Flora F. Sell (all of whom are minors) are the heirs at law of and legal representatives of said Isaac Sell, deceased.

Your petitioner therefore prays that he may be authorized for and on behalf of the heirs of said deceased, to make and execute a deed for said premisses to said John Roush, upon his compliance with the terms of said Contract.

George E. Baldwin appointed Guardian ad Litem of Harriet A. Sell, Milton H. Sell and Flora F. Sell, minor defendants.

Answer of said Guardian ad litem says that he knows nothing of the facts stated in said petition, but prays the Court to protect the rights of his said wards.

STATE OF OHIO }
STARK COUNTY } SS.

Jacob Holl, being sworn, says he was present and saw Leah Sell serve the above notice upon Harriet A. Sell, Milton H. Sell and Flora F. Sell by delivering them each true copies thereof on the 8th day of February, 1867.

Jacob Holl.

Sworn to and subscribed before me, this 9th day of March, 1867

A. J. Underhill
Deputy Clerk.

On Motion Geo. E. Baldwin, Esq. is appointed Guardian ad litem for Harriet A. Sell, Milton H. Sell and Flora F. Sell, minor defendants hereto, who accepts said appointment and comes and files his answer.

Whereupon, said defendants having been all legally notified of the pendency of said petition this cause now comes on for

hearing upon said petition, the answer of said Guardian ad Litem and the testimony and the Court being fully advised in the premises finds that said Isaac Sell on the 19th day of September A. D. 1866 being then in full life, entered into a contract in writing with John Roush for the sale of premises in the petition described.

That the said John Roush is ready to comply with the terms stipulated in the contract upon the delivery of a deed to him for the aforesaid premises described in the agreement.

It is, therefore, ordered that upon performance of the terms of said contract by said Roush, the said Leah Sell, administratrix of said Isaac Sell, deceased, for and on behalf of the heirs at law of said decedent, execute and deliver to him a deed in fee simple for said premises according to the statute in such case made and provided.

No. 12.

We find no record in the Stark County Recorder's Office of the deed from Leah Sell, Administratrix of the estate of said Isaac Sell, deceased, to John Roush, for the premises described in the petition in said Section #11, ordered to be executed and delivered to said John Roush, as therein set forth.

No. 12-A.

Admr. Final Account filed in the estate proceedings shown at Section No. 8 above, shows that she received from John Roush \$6450.00 in full payment of said Land Contract under the proceedings shown at Sec. No. 11 above.

No. 13.

We find no Will of John B. Roush on record in the Stark County Probate Court.

No. 14.

John B. Roush's estate, Plain Township.	#7647		
	1906	Mar. 6	Application filed.
	"	" "	Lee S. Roush, admr.
	"	" "	Bond \$7000.00
	"	" "	Bond filed & approved
	"	" "	Letters issued.
	"	" "	Appraisement ordrd.
	"	Apr. 5	Inventory and appraisement filed.
	"	May 1	Statement to County Auditor issued.
	"	Aug. 31	Proof of publication filed.
	1907	Apr. 20	Final and distributive account filed.

Admr. Doc. "K", p. 323
Stark County Probate Court.

No. 15.

Application for Letters of Administration recites that said John B. Roush died on or about Feb. 28, 1906 leaving no widow, and the following persons his only heirs at law:

- Ellen Christman, daughter, New Berlin, O.
- Lee S. Roush, son "
- Clarence H. Rose, grandson, Canton, O.
- Horace B. Rose, grandson, " "

Appl. Bonds & Letters Rec. 6, page 165, Stark County Probate Court.

No. 16

Clarence H. and Horace B.
Rose's Guardianship,
Canton, Ohio

#3890

1906 Apr. 6, Application filed.
Wards 8 years old July
9, 1905 and 7 years
Nov. 22, 1905, respec-
tively.
" " " Harry W. Rose, Gdn.
" " " Bond \$5000.00.
" " " Bond filed & approved.
" " " Letters issued.
1907 May 1, Inventory filed.
1908 Dec. 30, First account filed.
1909 Mar. 11, New bond for \$6500.00
filed and approved.
1911 Jan. 11, Second account filed.
1913 Jan. 11, Third account filed.
1914 Jan. 14, Fourth account filed.
1917 Jan. 10, Fifth account filed.
1919 Dec. 6, Final account filed!
Gdn. Doc. "G", page 246
Stark County Probate Court.

No. 17

Ellen Christman

-vs-

Lee S. Roush,
Lucinda A. Roush,
Benjamin Christman,
Clarence H. Rose and
Horace B. Rose,
minor children of
Mary Rose, deceased,
and Harry W. Rose, as
Guardian of Clarence
H. and Horace B. Rose.

PARTITION

1907 Feb. 14, Petition filed.
" " " Harry W. Rose appointed
Guardian ad litem.
" " 25, Waiver of Lee S. Roush,
Lucinda A. Roush,
Benjamin H. Christman
and Harry W. Rose as
Guardian for Clarence
H. and Horace B. Rose
filed.
1907 Apr. 9, Partition by agreement
and distribution.
" " 16, Receipt of Ellen
Christman.
" " " Receipt of Clarence and
Horace Rose.
App. Doc. 81, page 18115.
Rec. Vol. 172, page 30.
Stark County Clerk's Office.

Plaintiff says that on or about the 28th day of February, 1906, John B. Roush of Stark County, Ohio, died leaving as his only heirs at law this plaintiff, Ellen Christman, and the defendants, Lee S. Roush and Clarence H. and Horace B. Rose, minor children of Mary Rose, deceased,, who was a daughter of the said John B. Roush; that Maria Roush, wife of the said John B. Roush, died on or about May 28th, 1902, leaving as her only heirs at law the parties above named; that the said John B. Roush died seized in fee simple of the following described real estate:

FIRST TRACT: Situate in Stark County, and being part of the Southwest Quarter of Section #5, Township #11 of Range #8 bounded as follows: Beginning at the southwest corner of said Quarter; thence eastwardly along the quarter line 19 chains and 1 link to a stone, being the southwest corner of lines of John Sheets; thence north with said Sheets' western boundary 42 chains and 68 links to a stone in the north line of said quarter; thence west along the quarter line 19 chains and 41 links to a stone at the northwest corner of said quarter; thence south with the quarter line 42 chains and 68 links to the place of beginning, containing eighty-one and ninety one hundredth (81 90/100 acres of land more or less.

The said John B. Roush and Maria Roush, his wife, died seized in fee simple of the following described real estate: SECOND TRACT. Situated in the County of Stark, State of Ohio, to-wit: Parts of the Southwest and Northwest Quarters of Section #5, Township #11, Range #8, bounded as follows: Beginning at the southeast corner of said Southwest Quarter; thence north along said east line to the northeast corner of said quarter; thence along said course on the east line of the Northwest quarter Thirty-five and four and one-half tenth perches to a stone at the southeast corner of formerly Widow Leib's land; thence west along the south line of said formerly Widow Leib's land Eighty-five and two and one-half tenth perches to a stake; thence south and parallel to the east line of said quarters to the south boundary line of said section to a point on said line Eighty-five and two and one-half tenth perches west of the southeast corner of said Southwest Quarter Section, containing 110 acres more or less.

Plaintiff further says, that on or about the 25th day of January, 1896, the said John B. Roush and Maria Roush, his wife, conveyed to the said Lee S. Roush and Lucinda A. Roush, his wife, as hereinafter set forth, the following described real estate, to-wit:

THIRD TRACT. A part of the Southwest, Northwest and Northeast Quarters of Section #18, in Township #11 of Range #8, described as follows:- Beginning at a stone at the northeast corner of said Northwest Quarter; thence south $2\frac{1}{2}^{\circ}$ to the right along the quarter line 46 chains and 38 links to a post; thence west $2-3\frac{3}{4}^{\circ}$ to the right 15 chains and 25 links to a post; thence north 3° west 3 chains 74 links; thence north 17° west 10 chains 40 links; thence north $5-3\frac{3}{4}^{\circ}$ east 18 chains 5 links; thence north 29° west 9 chains; thence north 25° 3 chains 80 links; thence north $2\frac{1}{2}^{\circ}$ east 13 chains 75 links to the north line of said quarter; thence east $2\frac{1}{2}^{\circ}$ south 26 chains 75 links to the place of beginning, containing $97-3\frac{3}{4}$ acres more or less. Also another part of said Northeast Quarter of Section #18 in Township #11 of Range #8 described as follows: Beginning at the Southwest corner of said Northeast Quarter; thence east along the quarter line 2 chains and 86 links; thence north 7 chains; thence east 93 chains; thence north $27\frac{1}{2}^{\circ}$ east 6 chains and 11 links; thence north 3 chains 28 links; thence west 20 chains 50 links; thence south 15 chains 68 links along the quarter line to the place of beginning, containing 7 acres more or less.

Said real estate was conveyed by the said John B. Roush and Maria Roush, his wife, to the said Lee S. Roush and Lucinda A. Roush, husband and wife, for and during their natural lives, except that should Lee S. Roush die leaving his wife, Lucinda A. Roush surviving him and in the event that Lucinda A. Roush should remarry, then her life estate and all her interest therein to cease, but otherwise to be to the said Lee S. Roush and Lucinda A. Roush for and during their natural lives, except as above provided as to Lucinda A. Roush and after their death or the remarrying of the said Lucinda A. Roush the same to be to the heirs of said Lee S. Roush and Lucinda A. Roush. Said deed was duly recorded on Nov. 3rd, 1896 in Vol. 339, page 364 of Stark County Deed Records. Plaintiff further says and avers the fact to be that said conveyance was made by the said John B. Roush, deceased, and intended as an advancement to the said Lee S. Roush

Plaintiff further says that the defendants are tenants in common with plaintiff in the real estate herein described. One-third of said premises belongs to this plaintiff a daughter of the deceased, John B. Roush, and who is intermarried with Benjamin Christman. One-third of said premises belongs to the said Lee S. Roush, who is a son of the deceased. One-third of said premises belongs to Clarence H. and Horace B. Rose, jointly, who are minor children of Mary Rose, deceased, who was a daughter of the said John B. Roush, deceased. Harry W. Rose is the duly appointed and now acting Guardian of said Clarence H. and Horace B. Rose. Plaintiff further avers that the personal property of the said John B. Roush, deceased, is sufficient to pay all the debts and claims existing against the estate of the said John B. Roush, deceased.

Wherefore, plaintiff prays that by an order of the Court her interest in said premises may be set off to her in severalty, if the same can be done without manifest injury; that the conveyance made to the said Lee S. Roush and Lucinda A. Roush be considered an advancement to the said Lee S. Roush and accounted for as such an advancement; that if said premises cannot be set off in severalty, that the premises herein described as first and second tracts be sold according to law; and that partition be made and for such proceedings in the premises as are authorized by law.

Harry W. Rose appointed Guardian ad litem for Clarence H. and Horace B. Rose, minor children of Mary Rose, deceased.

Waiver of service of summons by Lee S. Roush, Lucinda A. Roush, Benjamin H. Christman and Harry W. Rose, Guardian for Clarence H. and Horace B. Rose.

JOURNAL ENTRY: This day came all of the parties in the above entitled case and report to the Court that settlement has been made of all matters set forth in the Petition herein and that amicable partition of the real estate described in the Petition has been made; said parties by their Attorney report that they have entered into the following Agreement:-

MEMORANDA OF AGREEMENT AND PARTITION.

Memoranda of Partition Agreement entered into this 7th day of December, 1906, between Lee S. Roush, Ellen Christman and Harry W. Rose as Guardian for Clarence H. and Horace B. Rose, WITNESSETH:

That whereas on the 28th day of February, 1906, John B. Roush died leaving as his only heirs at law, Lee S. Roush, Ellen Christman and Clarence H. and Horace B. Rose, minor children of Mary Rose, deceased, who was a daughter of the said John B. Roush and whereas the said John B. Roush died seized in fee simple of the following described real estate:-

FIRST TRACT: Situate in Stark County, and being part of the Southwest Quarter of Section #5, Township #11 of Range #8, bounded as follows:- Beginning at the southwest corner of said quarter; thence eastwardly along the quarter line 19 chains and 1 link to a stone being the southwest corner of lines of John Sheets; thence north with said Sheets' western boundary 42 chains and 68 links to a stone in the north line of said quarter; thence west along the quarter line 19 chains and 41 links to a stone at the northwest corner of said quarter; thence south with the quarter line 42 chains and 68 links to the place of beginning, containing eighty-one and Ninety One Hundredth (81 90/100) acres of land more or less.

SECOND TRACT: Situated in the County of Stark, State of Ohio, to-wit: Parts of the Southwest and Northwest Quarters of Section #5 Township #11 of Range #8, bounded as follows: Beginning at the southeast corner of said Southwest Quarter; thence north along said east line to the northeast corner of said quarter; thence along said course on the east line of the Northwest Quarter Thirty-five and four and one-half tenth perches to a stone at the southeast corner of formerly Widow Leib's land; thence west along the south line of said formerly Widow Leib's land Eighty-five and two and one-half tenth perches to a stake; thence south and parallel to the east line of said Quarters to the south boundary line of said Section to a point on said line Eighty-five and two and one-half tenth perches west of the southeast corner of said Southwest Quarter Section, containing 110 acres more or less.

Ans whereas the said John B. Roush on the 25th day of January, 1896, deeded to Lee S. Roush and Lucinda A. Roush, for and during their lives with remainder in fee to their children the following described real estate:-

THIRD TRACT: A part of the Southwest, Northwest and Northeast Quarters of Section #18, in Township #11 of Range #8 described as follows: Beginning at a stone at the northeast corner of said Northwest Quarter; thence south $2\frac{1}{2}^{\circ}$ to the right along the quarter line 46 chains and 38 links to a post; thence west $2\frac{3}{4}^{\circ}$ to the right 15 chains and 25 links to a post; thence north 3° west 3 chains 74 links; thence north 17° west 10 chains 40 links; thence north $5\frac{3}{4}^{\circ}$ east 18 chains 5 links; thence north 29° west 9 chains; thence north 25° 3 chains Eight (80) links; thence north $2\frac{1}{2}^{\circ}$ east 13 chains 75 links to the north line of said quarter; thence east $2\frac{1}{2}^{\circ}$ south 26 chains 75 links to the place of beginning containing $97\frac{3}{4}$ acres more or less. Also another part of said Northeast Quarter of Section #18, in Township #11, of Range #8 described as follows: Beginning at the southwest corner of said Northeast Quarter; thence east along the quarter line 2 chains and 86 links; thence north 7 chains; thence east 93 chains; thence north $27\frac{1}{2}^{\circ}$ east 6 chains and 11 links; thence north 3 chains 28 links; thence west 20 chains 50 links; thence south 15 chains 68 links along the quarter line to the place of beginning, containing 7 acres more or less.

And whereas it is the desire of the parties hereto, all of whom are the heirs of John B. Roush, deceased, to partition the real estate of the said John B. Roush and to settle and adjust the estate of the said John B. Roush so far as the real estate is concerned, the said parties hereto have agreed upon the following partition and division of said real estate:-

The said Lee S. Roush does hereby agree to accept the farm or real estate hereinbefore described as the "Third Tract" deeded by his father to himself and wife and their heirs and does hereby consider the same as an advancement to him and agrees to take the same at a value of \$8840.00.

The said Ellen Christman does hereby agree to accept and take the real estate herein described as the "First Tract" and commonly known as the "New Farm" at a value of \$6970.00. And the said Harry W. Rose as Guardian for Clarence H. and Horace B. Rose agrees to accept and take for his said wards the real estate herein described as the "Second Tract" and commonly known as the "Old Farm" at a value of \$8350.00, title to said real estate to be made directly to the said Clarence H. and Horace B. Rose. The said parties hereto have agreed upon the above division of the

lands and the values the same are to be taken at and it is further stipulated that as the parties hereto are not receiving an equal value in said real estate they shall be equalized in the distribution of the personal estate.

It is further stipulated that the parties hereto shall have immediate possession of their respective farms, subject however, to any Leases that may be upon them and the said parties hereto do hereby authorize C. G. Herbruck, Attorney, to get the titles to the farms so selected by the parties hereto to the proper persons in such a manner as will give good title to the parties hereto.

Witness our hands this 7th day of December, 1906.

In the presence of
Hilda Shetler
C. G. Herbruck

Lee S. Roush
Ellen Christman
Clarence H. Rose and Horace
B. Rose by H. W. Rose,
Guardian

STATE OF OHIO

SS:

STARK COUNTY

Before me the undersigned Notary Public in and for said County personally appeared Lee S. Roush, Ellen Christman and Harry W. Rose as Guardian for Clarence H. and Horace B. Rose, who acknowledged to me the signing of the foregoing instrument to be their free act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF I hereunto set my hand and official seal this 7th day of December, 1906.

Clarence G. Herbruck,
Notary Public.

And it appearing from said Agreement that said parties have made amicable partition of the real estate described in the Petition and that the other matters therein are adjusted, said Agreement and said partition is therefore approved and confirmed by the Court. And the Court further finds that the Deed made by the said John B. Roush and Maria Roush, his wife, to the said Lee S. Roush and Lucinda Roush and their children as more fully set out in the Petition, for the real estate described as "Third Tract" in said Petition is an advancement to the said Lee S. Roush and that the title to said "Third Tract" be held by the Grantees named in said Deed in the manner as therein set forth. On motion of the Plaintiff it is ordered that the Sheriff of Stark County, Ohio, upon payment of costs of this case, execute and deliver to said parties a good and sufficient deed of the real estate selected by them as set forth in said Agreement, that is to say, to the said Ellen Christman a Deed for the tract described in the Petition as "First Tract" and to the said Clarence H. and Horace B. Rose a Deed for the real estate described in the Petition as "Second Tract." And it appearing further to the court that the parties hereto are not receiving an equal amount in real estate, that said parties be equalized in the distribution of the personal estate and that the costs of this action be paid by the parties hereto in equal portions.

No. 18

R. Frank Wilson, Sheriff
of Stark County, Ohio,

to

Ellen Christman

Sheriff's Deed \$6970.00
Dated April 16, 1907.
Ack'd April 11, 1907.
Rec. April 16, 1907.
Vol. 469, page 96.

Refers to proceedings noted in Section #17 and conveys part of the Southwest Quarter of Section #5, Township #11, Range #8, bounded as follows: Beginning at the southwest corner of said quarter; thence eastwardly along the quarter line 19.01 chains to a stone, being the southwest corner of lands of John Shitz; thence north with said Shitz's western boundary 42.68 chains to a stone in the north line of said quarter; thence west along the quarter line 19.41 chains to a stone at the northwest corner of said quarter; thence south with the quarter line 42.60 chains to the place of beginning containing 81.91 acres more or less.

No. 19

Lucinda A. Roush,
wife of Lee S. Roush,
and Harry W. Rose

to

Ellen Christman

Quit-Claim Deed \$1.00
Dated April 16, 1907
Rec. April 16, 1907
Vol. 453, page 17

Quit-claims all right and title in and to the premises described in Section #18.

No. 20

We find no Will of Ellen Christman on record in the Stark County Probate Court.

No. 21

Ellen Christman's Estate
Plain Township

#17323
1924 July 9, Application for letters filed.
" " ", Benjamin H. Christman, Administrator.
" " ", Bond \$1500.00 filed and approved.
" " ", Letters issued.
" " 22, Inventory and appraisement filed.
" Aug. 1, Proof of publication filed.
1925 Apr. 1, Statement to County Auditor issued.
" May 15, Petition to determine Inheritance Tax filed.
1926 " 17, Estate found subject to tax as follows:

No. 21(cont.)

Gross \$15,466.00 composed of Personalty \$2466.00; Real Estate \$13,000.00; Debts \$2551.12; Net \$9414.88.

1926 May 17, Petition to distribute assets in kind filed.
 " " " , Distribution ordered.
 " " " , First, final and distributive account filed.
 " " 19, Acknowledgment of receipt of \$101.14 Tax from Auditor of State filed.
 " " 20, Waiver of Tax Commission of Ohio filed.
 Admr. Doc. "S", page 406.
 Stark County Probate Court.

No. 22

Application for letters of administration on the estate of said Ellen Christman, deceased, recites that she died on or about June 14, 1924, leaving Benjamin H. Christman, her widower, and the following persons her only next of kin:

Esther Roush	Neice	NOrth Canton, Ohio
John Roush	Nephew	" " "
Clarence Rose	"	Dayton, Ohio
Horace Rose	"	Columbus, Ohio

Admr's Bonds & Letters Rec. 23, page 568, Stark County Probate Court.

No. 23

Ellen Christman,
 Deceased,

to

Benjamin H. Christman,
 Heir at Law

Affidavit for transfer and record of real estate inherited.
 Dated May 17, 1926
 Rec. May 17, 1926
 Vol. 898, page 526

The State of Ohio, Stark County.

Benjamin H. Christman, being first duly sworn, says he is heir at law of Ellen Christman, deceased; that on the 14th day of June, 1924, the said Ellen Christman, died intestate, residing at North Canton, Ohio, leaving the persons herein designated, all her heirs at law and next of kin, with their age, address, relationship and portion inherited by them in the real estate hereinafter described:

NAME	AGE	ADDRESS	RELATION-SHIP	PORTION INHERITED
Benjamin H. Christman	66	N. Canton, O.	Husband	All

That on the 9th day of July, 1924, Benjamin H. Christman was duly appointed administrator of her estate by the Probate Court of Stark County, and thereafter filed his final account in execution of said trust.

No. 23(cont.)

That said Ellen Christman, at the time of her decease, was seized of the following described real estate;
The premises hereinbefore described in Section #18.
Also other premises.

Benjamin H. Christman

Sworn to and subscribed before me and in my presence this 17th day of May 1926.

Hubert C. Pontius (seal)
Notary Public

No. 24

On September 30, 1938, B. H. Christman, widower, granted to the Ohio Power Company, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees and tenants to construct, erect, operate and maintain - line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out or widened, abutting the following described lands situated in Plain Township, Stark County, Ohio, and part of Section #5, Township #11 North and Range #8 W., and bounded
On the north by lands of Martha Wolfe
On the east by lands of H. W. Rose
On the south by lands of John H. Sheets
On the west by lands of Ira E. Sheets
Vol. 1236, page 147, Stark County Recorder's Office.

No. 25

On December 14, 1939, B. H. Christman granted to The East Ohio Gas Company, its successors or assigns, the right of way to lay, maintain, operate, re-locate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products derived therefrom and/or similar thereto, if the same shall be found necessary on, over and through his lands, situate in Plain Township, Stark County, Ohio, bounded and described as follows:

On the north by lands of Martha Wolfe
On the east by lands of Clarence Rose
On the south by lands of John Sheets
On the west by lands of Ira Sheets
with ingress and egress to and from the same.
Vol. 1241, page 215, Stark County Recorder's Office.

Ira E. Sheets, widower,
Minnie M. Stover and
U. S. Stover, her husband,
Parties of the First Part,
Benjamin H. Christman,
widower,
Party of the Second Part,
and
The Canton Home Site Company,
an Ohio Corporation,
by G. A. Leonard, Pres.,
S. S. Shafer, Secretary,
Party of the Third Part.

Driveway Agreement \$1.00
Dated April 30, 1943.
Rec. May 13, 1943.
Vol. 1356, page 497.

Whereas, Parties of the First Part are the owners of a tract of land in part of the Southeast Quarter of Section #6, Township #11, Range #8, Stark County, Ohio, which tract of land is more particularly described in - certain deed from U. S. Stover, guardian, to Ira E. Sheets and Minnie M. Stover, dated April 11, 1921 and recorded in Volume 730, page 563 of the Stark County Deed Records, and

Whereas, Party of the Second Part is the owner of a tract of land in part of the Southwest Quarter of Section #5, Township #11, Range #8, Stark County, Ohio, which tract of land is more particularly described in an affidavit for transfer and record of real estate inherited from Ellen Christman, deceased, to Benjamin H. Christman dated May 27, 1926 and recorded in Volume 898, page 526 of the Stark County Deed Records.

Whereas, Party of the Third Part is the owner of tracts of land in part of the Northwest Quarter of Section #5, Township #11, Range #8, Stark County, Ohio, which tracts of land are more particularly described in certain deed from The Leonard Company, a corporation to The Canton Homesite Company, dated July 22, 1933 and recorded in Volume 1096, page 78 of the Stark County Deed Records;

Whereas, said parties to establish and more particularly describe a driveway now in existence along the line dividing the tract of land owned by Parties of the First Part and a tract of land adjoining the land of First Parties immediately to the north, now owned by M. G. Ecrement and Tersey M. Ecrement.

Now, therefore, the parties, each in consideration of the promises of the others, and for One Dollar and other valuable considerations, receipt of which is acknowledged by each of said parties, mutually agree as follows:

First Parties give and grant to Second Party and to Third Party the right to use a strip of land 8.25 feet wide off that portion of the entire north side of the tract of land herein above referred to as being owned by them lying east of the Canton-Akron Road, reserving unto said First Parties the right to use said 8.25 foot strip jointly with said Second Party and Third Party, and said Second Party gives and grants to First Parties and Third Party the right to use a strip of land 8.25 feet wide and 15 feet in length off the north side of the tract of land herein above referred to as being owned by him, said 15 foot strip of land to extend only to a point 15 feet in an eastwardly direction from the west line of the tract of land herein above referred to as being owned by Second

Party, reserving unto said Second Party the right to use said 15 foot strip jointly with said First Parties and Third Party.

The Parties agree it is the intention of this instrument to create a joint driveway as herein above set out together with any and all rights and interests that all or any of the three parties may have in a certain driveway now in existence over the lands of M. G. Ecrement and Tersey M. Ecrement, which driveway was established in a certain deed from R. E. Mallory and wife to M. G. Ecrement and Tersey M. Ecrement, dated December 23, 1935 and recorded in Volume 1148, page 96 of the Stark County Deed Records.

Parties agree that the driveway herein above established is for the common use of the owners, occupants and guests of the three tracts of land herein referred to and that said driveway shall run with the land as to all three tracts and this agreement shall be binding upon the heirs, successors and assigns of the respective parties hereto.

The parties agree that the elevation of the driveway as it now exists shall not be changed without the mutual consent of the parties and that no one of said parties shall block said driveway at any time when any one of the other parties desires to use said part for ingress or egress. Parties agree that there shall be no obligation upon any party as to the construction or maintenance of said driveway, but that any party or parties hereto shall have the right at any time to so construct and maintain for the common uses as herein provided.

NOTE:- Agreement made by authority of the Board of Directors of The Canton Home Site Company.

No. 27

Benjamin H. Christman's
Will.

Dated December 5, 1932
Probated July 19, 1951
Will Rec. 111, page 544
Stark County Probate Court.

IN THE NAME OF THE BENEVOLENT FATHER OF ALL, I, Benjamin H. Christman, knowing the uncertainty of life and wishing to dispose of my worldly goods and effects as seems to me just and proper, do make, publish and declare the following as and for my Last Will and Testament, hereby revoking all former Wills and Testaments by me heretofore made.

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

ITEM TWO. I hereby authorize and direct my Executors, hereinafter named, to sell all my real and personal property and turn the same into money, and after the payment of my just debts and funeral expenses to divide the balance as hereinafter set forth.

ITEM THREE. I hereby direct that my Executors shall divide one-half of the amount realized as set forth in ITEM TWO into four equal shares, and I give, devise and bequeath one (1) share to each of the following named persons, to-wit: Horace Rose, Clarence Rose, John Roush, and Esta Gibbler, they being the nephews and niece of my deceased wife.

ITEM FOUR. The other one-half of said amount I hereby authorize and direct my Executors to divide into four (4) equal parts and I give, devise and bequeath one (1) of said parts to my niece, Ellen Huth; one (1) part, in equal portions, to my three nephews and niece, to-wit: Paul Christman, Lowell Christman, John Christman, and Martha Menges; one (1) part to my nephew, William Voelker, and his wife, Martha Voelker; and one (1) part to my nephew, Roy Voelker.

I herewith want to acknowledge my appreciation of the services and care given to me by my nephew, Lowell Christman, but in view of the fact that I believe he is in better financial condition than his brothers and sister I make him only an equal heir with them.

It is my desire that my Executors hereinafter named shall sell and dispose of my property at such times and upon such terms as they may deem best for the interests of my estate and I do not desire that they be hurried or forced to turn the same into money so that my property shall have to be sacrificed to so do, but I desire that they use their best judgment in the matter.

ITEM FIVE. I hereby nominate and appoint my nephews, Lowell Christman and William Voelker, to be the Executors of this my Last Will and Testament hereby authorizing and empowering them to do everything that is necessary to settle my estate, including deed or deeds to purchasers of my real estate and all other necessary instruments of writing to make, the same as I could do if living; and I hereby request that they be not required to give bond.

IN WITNESS WHEREOF I have hereunto set my hand this 5th day of December, A.D . 1932.

Benjamin H. Christman

Signed by Benjamin H. Christman as and for his Last Will and Testament in our presence and signed by us as witnesses at his request in his presence and in the presence of each other this 5th day of December, A.D. 1932.

A. M. Shanafelt
Niles A. Sponseller

Application to probate the Will of said Benjamin H. Christman, deceased, recites that he died on June 28, 1951, leaving the following persons all of his next of kin, to-wit:

Horace Rose	Adult	Nephew	Dallas, Texas
Clarence Rose	"	"	Dayton, Ohio
Esta Gibler	"	Niece	North Canton, Ohio
Ella Huth	"	"	Cleveland, Ohio
Paul Christman	"	Nephew	North Canton, Ohio
Lowell Christman	"	"	Del Ray Beach, Florida
John Christman	"	"	North Canton, Ohio
William Voelker	"	"	" " "
Lynn Menges 18 years	Grand Nephew		East Canton R.D.1
Larry Menges 17 "	"	"	" " "
Helen A. Baur	Adult	Grand Niece	Webster Grove, Mo.
Robert I. Voelker	"	Grand Nephew	Arcadia, Calif.

Application made by William Voelker,
Will Rec. 111, page 544, Stark County Probate Court.

Notice of application to probate the Will of said Benjamin H. Christman, deceased, served by the Sheriff of Stark County, Ohio, on Esta Gibler, Paul Christman, John Christman, William Voelker, Lynn Menges, a minor and Larry Menges, a minor, and on Oscar Menges, father and person having the care of the within named minors, no guardian of said minors being found in Stark County; on Ella Ruth (Huth on notice and Ruth on return) by the Sheriff of Cuyahoga County, Ohio, and on Clarence Rose, by the Sheriff of Montgomery County, Ohio.

Will Rec. 111, page 546A, Stark County Probate Court.

Benjamin H. Christman's
Estate
North Canton, Ohio

#49022
1951 July 9, Application to probate Will filed.
" " " Notices ordered.
" " " Notices issued.
" " 10, Notice returned served.
" " 16, Notice returned served.
" " 19, Notice returned served.
" " " Will admitted to probate and record.
" " 31, Application for letters and declination filed.
" " " William Voelker, Executor.
" " " Bond of \$1000.00 filed and approved.
" " " Letters issued.
" Sept. 8, Inventory, appraisement and waiver filed.
" " 11, Proof of publication filed.
" Oct. 1, Notice by publication ordered.
" " 11, Proof of publication filed.
" " 20, Inventory and appraisement approved and confirmed.
1952 May 12, 1st and final account filed.
" " 17, Notice by publication ordered.
" June 20, Account approved.
INHERITANCE TAX
1952 Mar. 10, Petition to determine Inheritance Tax filed.
" " 20, Estate found as follows:
Gross \$17,261.50;
Personalty \$3261.50;
Real \$14,000.00
Debts \$2539.36;
Net \$14,722.14; Tax \$611.02. Waiver and notice ordered.

No. 30(cont.)

1952 Mar. 27, WAiver from next of kin
filed.

" Apr. 9, Acknowledgment receipt
of \$598.80 Inheritance
Tax from Auditor of
State filed.

Admr. Doc. 46, page 55.
Stark County Probate Court.

No. 31

William Voelker, Executor
of the Estate of
Benjamin^SH. Christman,
deceased,

to

Lloyd H. Hume and
Wilbur D. Shoemaker.

Executor's Deed \$1.00
Dated Mar. 25, 1952
Rec. Mar. 25, 1952
Vol. 2060, page 76

Recites that said conveyance is made under authority
granted in and in order to carry out the provisions of the Last
Will and Testament of Benjamin H. Christman, deceased, and conveys
the 81.91 acre tract described in Section #18.

Subject to and including the rights acquired by the
grantor herein under and by virtue of a Drive-Way Agreement,
executed by and between The Canton Home Site Company, Ira E. Sheets,
a widower, Minnie Stover and U. S. Stover, her husband, and
Benjamin H. Christman, a widower, on April 20, 1943, and recorded
in Stark County Deed Records, Vol. 1356, page 497.

No. 32

Grace E. Hume, wife
of Lloyd H. Hume

to

Lloyd H. Hume

Power of Attorney
Dated April 5, 1952
Rec. Aug. 13, 1952
Power of Atty. Rec. 6, page 521

Do hereby make, constitute and appoint Lloyd H. Hume, my
true and lawful attorney in fact, for me and in my name, place and
stead.

To release and relinquish all my right, interest and
expectancy of dower in and to the whole or any part, parts or sub-
divisions of the following described premises, to-wit:

The premises hereinbefore described in section #31, the
same to be in consideration of the payment of a purchase price
therefor satisfactory to, and received by Lloyd H. Hume, my husband,

Giving and granting unto my said attorney full power and
authority to do and perform all and every act and thing whatsoever,
requisite, necessary and proper to be done in and about the premises
as fully, to all intents and purposes, as I might or could do, if
personally present, with full power of substitution and revocation,
hereby ratifying and confirming all that my said attorney, or his
substitute, shall lawfully do or cause to be done, by virtue hereof.

No. 33

Verna P. Shoemaker, wife
of Wilbur D. Shoemaker,
to
Wilbur D. Shoemaker

Power of Attorney
Dated April 5, 1952
Rec. Aug. 13, 1952
P. of Atty Rec. 6, page 519

Do hereby make, constitute and appoint Wilbur D. Shoemaker, my true and lawful attorney in fact, for me and in my name, place and stead.

To release and relinquish all my right, interest and expectancy of dower in and to the whole or any part, parts or subdivisions of the following described premises, to-wit:

The premises hereinbefore described in Section #31, the same to be in consideration of the payment of a purchase price therefore satisfactory to, and received by Wilbur D. Shoemaker, my husband.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite, necessary and proper to be done in and about the premises, as fully, to all intents and purposes, as I might or could do, if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute, shall lawfully do or cause to be done by virtue hereof.

No. 34

On November 1st, 1952, Lloyd H. Hume, married and Wilbur D. Shoemaker, married, granted to The Ohio Power Company, its successors and assigns, for the consideration of \$1.00 the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Plain, County of Stark, and State of Ohio, and being a part of Section No. 5, Township No. 11 N, Range No. 8 W and being Lots numbered 1 to 36 inclusive in Chatham Hills with the right of ingress and egress to and from and over said premises.

Misc. Rec. 2081, page 5, Stark County Recorder's Office.

No. 35

On December 10th, 1952, Lloyd H. Hume and Grace E. Hume (his wife) by Lloyd H. Hume (her Attorney in Fact), Wilbur D. Shoemaker and Verna P. Shoemaker (his wife) by Wilbur D. Shoemaker (her Attorney in Fact) granted to The Ohio Power Company, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Plain, County of Stark, and State of Ohio, and being a part of Section No. 5, Township No. 11 N, Range No. 8 W and being lots numbered 1 to 36 inclusive in Chatham Hills with the right of ingress and egress to and from and over said premises.

This easement is the same as and is made a part of an easement signed by Lloyd H. Hume and Wilbur D. Shoemaker dated 11-1-52.

Misc. Rec. 2081, page 5, Stark County Recorder's Office.

State of Ohio)
 -)
 County of Stark)

ss: Affidavit
 S. & A. May 16, 1955
 Rec. June 1, 1955
 Vol. 2303, page 267

Lucinda A. Roush, being first duly sworn according to law, deposes and says that she is a resident of North Canton, Ohio; that she is the mother of John Roush, now deceased; that the said John Roush was a nephew of Ellen Christman who died on or about June 14, 1924; that the said John Roush was never married and that he died intestate in the year 1943, leaving as his sole heir at law and next of kin, his mother, Lucinda A. Roush.
 Further affiant sayeth not.

Lucinda A. Roush

Sworn to before me and subscribed in my presence this 16th day of May, 1955.

Lorn P. Stevenson
 Notary Public

Esther Gibler,
 also known as Esta Gibler
 and formerly known as
 Esther Roush and
 Brooks R. Gibler,
 wife and husband, and
 Lucinda A. Roush,
 unmarried

Quit-Claim Deed \$1.00
 S. & A. May 16, 1955
 Rec. June 1, 1955
 Vol. 2313, page 42

to

Lloyd H. Hume and
 Wilbur D. Shoemaker

Grantors release and forever quit-claim unto the Grantees all their right, title and interest in and to the following described real estate:

Situated in the Township of Plain, County of Stark and State of Ohio: Known as and being a part of the Southwest Quarter of Section No. 5 in Township No. 11 of Range No. 8, bounded as follows: Beginning at the southwest corner of said Quarter; thence eastwardly along the Quarter line 19 chains and 1 link to a stone being the southwest corner of lands of John Sheets; thence north with said Sheet's western boundary 42 chains and 68 links to a stone in the north line of said Quarter; thence west along the Quarter line 19 chains and 41 links to a stone at the northwest corner of said Quarter; thence south with the Quarter line 42 chains 60 links to the place of beginning, containing 81.91 acres, more or less.

Subject to and including all rights under and by virtue of a Drive-Way Agreement, executed by and between the Canton Home Site Company, Ira E. Sheets, a widower, Minnie Stover and U. S. Stover, her husband, and Benjamin H. Christman, a widower, on April 20, 1943, and recorded in Stark County Deed Records, Volume 1356, page 497.

XX Section #11 XXXXXXXXXXXXXXXXXXXXXXX
 XXX

No. 38

Clarence H. Rose and
Mildred M. Rose,
husband and wife

Quit-Claim Deed \$1.00
S. & A. May 26, 1955
Rec. June 1, 1955
Vol. 2313, page 44

to

Lloyd H. Hume and
Wilbur D. Shoemaker

Grantors release and forever quit-claim unto the Grantees all their right, title and interest in and to the same premises as described at Section #37 above.

No. 39

Horace B. Rose and
Catherine H. Rose,
husband and wife

Quit-Claim Deed \$1.00
S. & A. May 27, 1955
Rec. June 1, 1955
Vol. 2313, page 46

to

Lloyd H. Hume and
Wilbur D. Shoemaker

Grantors release and forever quit-claim unto the Grantees all their right, title and interest in and to the same premises as described at Section #37 above.

No. 40

CHATHAM HILLS ALLOTMENT PLAT
S. & A. Nov. 1, 1952 and March 4, 1953
Approved and recommended for acceptance by North
Canton Village Engineer, November 22, 1952
Approved by Planning Commission of Village of
North Canton, Ohio, November 26, 1952
Approved and recommended for acceptance by
Stark County Board of Health, November 10, 1952
Approved and recommended for acceptance by
Stark County Engineer, December 5, 1952
Approved and accepted by Board of Commissioners
of Stark County, Ohio, March 6, 1953
Entered for transfer, March 12, 1953
Received for record, March 13, 1953
Plat Record 28, page 97.

The above allotment was laid out by Lloyd H. Hume and Wilbur D. Shoemaker, Raleigh W. Yehnert and Anna G. Yehnert, in part of the Southwest Quarter, Section 5, Plain Township, Stark County, Ohio, and being part of the premises described as Section No. 31 above. Streets shown thereon are dedicated to public use forever.

Building set-back lines and easements for public utilities are shown on the plat.

Said allotment contains 36 lots numbered 1 through 36 inclusive.

No. 41

On July 11, 1955, Lloyd H. Hume and Grace E. Hume, husband and wife, and Wilbur D. Shoemaker and Verna P. Shoemaker, husband and wife, granted to The Ohio Power Co., its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, situate in the Township of Plain, County of Stark, and State of Ohio, and being a part of Section No. SW5, Township No. 11, Range No. 8, and more particularly described as an easement 12 feet in width extending along the entire east line of the premises described in a certain deed from William Voelker, Executor of the estate of Benjamin H. Christman, to Lloyd H. Hume and Wilbur D. Shoemaker, dated March 25, 1952, and recorded in Vol. 2060, page 76, Stark County Recorder's Office, as corrected to this date; and also an easement 12 feet in width, the same being 6 feet off both sides of the lot line between Lots No. 28 and 29 in Chatham Hills Allotment, as said lots are now marked and delineated in Plat Book 28, page 97, Stark County Recorder's Office, and extending in a straight line eastwardly to the east line of said premises described in Vol. 2060, page 76, referred to above, with the right of ingress and egress to and from and over said premises.

Vol. 2320, page 448, Stark County Recorder's Office.

No. 42

WAIVER AND CONSENT TO
MODIFICATION OF RESTRICTIONS
IN CHATHAM HILLS ALLOTMENT

Dated October 10, 1953
Recorded October 15, 1953
Vol. 2159, page 383

We and each of the undersigned, being the owners of all the lots in CHATHAM HILLS ALLOTMENT, recorded in Plat Book 28, page 97, Stark County, Ohio Plat Records, hereby waive their right to the enforcement of the provisions of Restrictions Second in the deeds to the lots in said CHATHAM HILLS ALLOTMENT, and by these presents do hereby consent to the elimination of Restriction Second in all present and future deeds to all lots in said CHATHAM HILLS ALLOTMENT.

It is expressly understood and agreed that this Waiver and Consent applies to and affects only Restriction Second in the deeds to said Allotment, and does not apply to or affect any other restrictions contained in said deeds to said Allotment, and the undersigned hereby expressly reserve their right of enforcement of any and all other restrictions contained in the deeds to said CHATHAM HILLS ALLOTMENT except as is herein specifically waived and consented to.

Signed by:

Lloyd H. Hume and Wilbur D. Shoemaker,
as owners of Lots No. 2, part of Lot
No. 7, Lots No. 8 to 13 inclusive, Lots
No. 15 and 16, Lot No. 19, Lots No.
21 to 32 inclusive, and Lots No. 34 to
36 inclusive;
Raleigh W. Yehnert and Anna G. Yehnert,
as owners of Lot No. 3;
Edward J. Swigert and Gladys Swigert,
as owners of Lots No. 4 and 5;

No. 42(cont.)

NOTE: This waiver does not apply to Restriction Two as shown in this abstract as the waived Number Two has been eliminated.

Clarence W. Wise and Florence B. Wise, as owners of Lots No. 6 and part of Lot No. 7;
Clovis D. Wendell, as owner of Lot No. 14;
James E. McEwen and Juanita P. McEwen, as owners of Lots No. 18 and 20;
Arthur E. Jarrett and Harriet B. Jarrett, as owners of Lot No. 33.

No. 43

CHATHAM HILLS ALLOTMENT NO. 2

S. & A. July 11, 1956

Approved and recommended for acceptance by North Canton Village Engineer, July 17, 1956.

Approved by Planning Commission of Village of North Canton, Ohio, July 16, 1956.

Approved and recommended for acceptance by Stark County Board of Health, July 17, 1956.

Approved and recommended for acceptance by Stark County Engineer, July 23, 1956.

Approved and accepted by Board of Commissioners of Stark County, Ohio, July 23, 1956.

Entered for transfer, July 25, 1956.

Received for record, July 25, 1956.

Plat Record 32, page 85.

The above allotment was laid out by Lloyd H. Hume and Wilbur D. Shoemaker in part of Southwest Quarter Section 5, Plain Township, Stark County, Ohio, and being part of the premises described at Section No. 31 above. Streets shown thereon are dedicated to public use forever.

Building set-back lines and easements for public utilities are shown on the plat.

Said allotment contains 37 lots numbered 37 through 73 inclusive.

No. 44

On February 28, 1957, Lloyd H. Hume and Grace E. Hume, his wife, by Lloyd H. Hume, her Attorney in Fact, Wilbur D. Shoemaker and Verna P. Shoemaker, his wife, by Wilbur D. Shoemaker, her Attorney in Fact, granted to The Ohio Power Company, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Plain, County of Stark and State of Ohio, and being a part of Section No. 5, Township No. 11 N, Range No. 8 W, being more fully described as those easements or utility reservations as delineated on the recorded Plat of Chatham Hills Allotment No. 2.

Volume 2478, page 318, Stark County Recorder's Office.

AMENDMENT AND MODIFICATION OF
RESTRICTIONS IN CHATHAM HILLS
ALLOTMENT NO. 2, PLAIN
TOWNSHIP, STARK COUNTY, OHIO

Dated November 26, 1958
Rec. December 1, 1958
Vol. 2565, page 43

In consideration of the premises and other good and valuable considerations, and of the mutual agreements herein contained, we and each of the undersigned, being the owners of all the lots in CHATHAM HILLS ALLOTMENT NO. 2, recorded in Plat Book 32, page 85, Stark County, Ohio Recorder's Office, and being desirous of amending and modifying Restriction Fifth in the deeds to the lots in said CHATHAM HILLS ALLOTMENT NO. 2 as hereinafter set forth, do hereby amend and modify Restriction Fifth, and by these presents do hereby consent to the amendment and modification of Restriction Fifth in all present and future deeds to all lots in said CHATHAM HILLS ALLOTMENT NO. 2, by adding to Restriction Fifth at the end thereof the following: "except if any such residence in said Allotment No. 2 is constructed without a basement, it shall contain not less than 1250 square feet on the first floor of such residence, exclusive of the garage."

It is expressly understood and agreed that this Amendment and Modification applies only to and affects only Restriction Fifth in the deeds to said CHATHAM HILLS ALLOTMENT NO. 2, and does not apply to or affect any other restrictions contained in said deeds to CHATHAM HILLS ALLOTMENT NO. 2, and does not apply to or affect Restriction Fifth in CHATHAM HILLS ALLOTMENT NO. 1, and the undersigned hereby expressly reserve their right of enforcement of any and all other restrictions contained in the deeds to said CHATHAM HILLS ALLOTMENT NO. 2 except as is herein specifically amended and modified.

IN WITNESS WHEREOF, we have hereunto set our hands this 26 day of November, 1958.

Signed by:

Lloyd H. Hume and Wilbur D. Shoemaker
Owners of Lot No. 39, 43 except 25 feet
off south side, and 44 to 73 inclusive.
Carl A. Gussett and Irene F. Gussett
Owners of Lots No. 37, 38 and 41.

Walter L. Watkins and Janet M. Watkins
Owners of Lot No. 40

Carl Fanno and Gemma Ann Fanno
Owners of Lot No. 42 and 25 feet off
south side of Lot No. 43

No. 46

Lloyd H. Hume, Married
to
Roy C. Zengler

Warranty Deed \$1.00 and o.v.c.
Dated March 23, 1959
Recorded March 25, 1959
Volume 2618, page 532

Conveys premises situated in the Township of Plain, County of Stark and State of Ohio: Being an undivided one-half (1/2) interest in and to the following described premises: Known as and being a part of the Southwest Quarter of Section #5, Township #11, Range #8, bounded as follows: Beginning at the southwest corner of said Quarter; thence eastwardly along the quarter line 19.01 chains to a stone, being the southwest corner of lands of John Shitz (now L. & E. Humbert); thence north with said Shitz's (now L. & E. Humbert) western boundary 42.68 chains to a stone in the north line of said Quarter; thence west along the Quarter line 19.41 chains to a stone at the northwest corner of said Quarter; thence south with the Quarter line 42.60 chains to the place of beginning, containing 81.91 acres, more or less (being the same premises conveyed to L. H. Hume and Wilbur D. Shoemaker by deed dated March 25, 1952, and recorded in Vol. 2060, page 76, Stark

No. 46(cont.)

County Recorder's Office.)

EXCEPTING from the above described premises 56.23 acres as laid out in lots and dedicated streets, comprising Chatham Hills Allotment and Chatham Hills Allotment No. 2, as the same are platted and recorded in Plat Book No. 28, page 97, and Plat Book No. 32, page 85, respectively, Stark County Recorder's Office, leaving in the unplatted portion of the above described premises, 25.68 acres of land, more or less.

Subject to and including the rights acquired by the Grantor herein under and by virtue of a Drive-Way Agreement, executed by and between The Canton Home Site Company, Ira E. Sheetz, a widower, Minnie Stover and U. S. Stover, her husband, and Benjamin H. Christman, a widower, on April 20, 1943, and recorded in Stark County Deed Records, Vol. 1356, page 497.

Also conveying hereby an undivided one-half (1/2) interest in and to the following described lots in Chatham Hills Allotment and Chatham Hills Allotment No. 2, respectively, as follows:

Situated in the Township of Plain, County of Stark and State of Ohio: And known as and being Lots No. 35 and 36 in Chatham Hills Allotment, as numbered on the Plat of said Allotment in Plat Book No. 28, page 97, of the Stark County Plat Records.

Situated in the Township of Plain, County of Stark and State of Ohio: And known as and being Lots No. 39, No. 43 except 25 feet off the south side of said lot, and Nos. 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68,, 69, 70, 71, 72 and 73 in Chatham Hills Allotment No. 2 as numbered on the Plat of said Allotment in Plat Book No. 32, page 85 of the Stark County Plat Records.

This conveyance is made subject to the same conditions, restrictions easements and reservations as contained in the deeds to all lots in said Chatham Hills Allotment and Chatham Hills Allotment No. 2, as now modified; the same as though fully set forth herein.

NOTE: Grace E. Hume, wife of Grantor, releases dower.

No. 47

Lloyd H. Hume
and Grace E., wife,
Wilbur D. Showmaker
and Verna P., wife

to

Mortgage \$9900.00
Dated March 25, 1952
Rec. March 25, 1952
Vol. 2069, page 198
CANCELLED

The Dime Savings Bank

No. 48

B. H. Christman,
widower

to

Lease
Dated Oct. 16, 1928
Lease Rec. 39, page 534

The Pittsburgh Plate Glass
Co., Columbia Chemical
Division

(a) Pittsburgh Plate Glass Co.,
Columbia Chemical Division,
By H. A. Galt, Vice Pres.,

to

Samuel J. Brendel Oil
& Gas, Inc.

Assignment of Leases \$10.00
Dated Oct. 14, 1931
Rec. Oct. 19, 1931
Assign. Rec. 2, page 500.

Assigns said lease and other leases.

(b) Cancelled on the record December 29, 1933, signed,
"Samuel J. Brendel Oil & Gas, Inc., S. J. Brendel, President."

No. 49

B. H. Christman,
widower

to

Lease \$1.00
Dated Oct. 17, 1933
Lease Rec. 54, page 221

C. E. Bettler

Cancelled on the record July 6, 1936, signed, "C. E.
Bettler."

No. 50

B. H. Christman
to

Lease \$1.00
Dated Dec. 1, 1938
Lease Rec. 68, page 48

C. R. Obermiller

Cancelled on the record August 21, 1939, signed "C.R.
Obermiller."

No. 51

There are no mechanic's liens.

No. 52

There are no pending suits, judgments or foreign
executions.

No. 53

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

No. 54

Taxes due Dec., 1960, are paid.

* * * * *

I hereby certify that the foregoing ABSTRACT OF TITLE consisting of fifty-four (54) 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 said county.

Canton, Ohio
March 1, 1961
9:00 A.M.

W.E. Hemebaugh
Attorney and Abstractor

SHORT FORM CONTINUATION

No. 55

Wilbur D. Shoemaker, married

to

Ruth A. Zengler

Warranty Deed \$1.00
Dated Feb. 27, 1961
Rec. March 2, 1961
Vol. 2783, page 586

Conveys the undivided one-half interest in and to the premises herein abstracted, and other premises, subject to the same conditions, restrictions, easements and reservations as contained in the deeds to all lots in said CHATHAM HILLS ALLOTMENT and CHATHAM HILLS ALLOTMENT #2, as now modified, the same as though fully set forth herein, and matters of record.

NOTE: Wife, Verna P. Shoemaker, releases dower.

No. 56

Taxes due June, 1963, are paid.

* * * * *

I hereby certify that I have examined the Official Records in and for Stark County, Ohio, since and including March 1, 1961, and find no other instruments or matters of record affecting the title to said premises as shown by the General Indexes in the several County Offices in and for said county.

Canton, Ohio
July 19, 1963
11:30 A.M.

W.E. Hemebaugh
Attorney at Law

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

CONTINUATION to ABSTRACT OF TITLE to Lot Number Sixty-Six, (#66) in CHATHAM HILLS ALLOTMENT #2, as recorded in Plat Book 32, page 85, of the Stark County, Ohio, Plat Records.

Subject to conditions, restrictions and protective covenants contained in a certain instrument recorded in Deed Volume 2750, page 78, of the Stark County Deed Records and to building restrictions and utility easements shown upon the plat of said allotment to which reference is here made since and including July 19, 1963.

NO. 57

Roy C. Zengler and Ruth A. Zengler, Husband and Wife to Walter J. Warburton and Jeanne N. Warburton	Warranty Deed Dated July 19, 1963 Recd. for Rec. August 2, 1963 Recorded August 5, 1963 Volume 2961 - Page 279	\$1.00
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Conveys the premises described in the Heading of this Continuation.

NO. 58

Walter J. Warburton and Jeanne N. Warburton, Husband and Wife to Citizens Savings & Loan Co. of Painesville, Ohio	Mortgage Deed Dated July 26, 1963 Recd. for Rec. August 2, 1963 Recorded August 5, 1963 Volume 2976 - Page 326 NOT CANCELLED	\$23,500.00
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Conveys the premises abstracted as security for a promissory note in the amount of Twenty-three Thousand and Five Hundred Dollars, (\$23,500.00) payable in installments of \$162.00 per month beginning February 1, 1964 until paid in full with interest at the rate of 8% per annum, payable annually.

NO. 59

Annexation to City of North Canton, Ohio	Annexation Plat Recd. for Rec. April 29, 1966 Plat Book 36 - Page 40
--	--

Annexes the premises described in the Heading of this Continuation to the City of North Canton, Ohio, and the lot is now known as Lot Number Four Thousand Five Hundred and Two (#4502) in the City of North Canton, County of Stark and State of Ohio.

Plain Township Historical Society

*Cancelled 4/21/90
L. K. Kinsley*

NO. 60

There are no Leases, Mechanic's Liens, Land Contracts, Financing Statements or Security Interest Liens, or Marketable Title Notices.

NO. 61

There are no Personal Property Tax Liens, Unemployment Compensation Liens, Federal Income Tax Liens, Recognizance Bond Liens or Old Age Pension Liens.

NO. 62

There are no Pending Suits, Judgments or Foreign Executions, which are living liens upon the premises.

NO. 63

There are no records of Guardianship, Mental Illness, Feeblemindedness or Lunacy.

NO. 64

Real Estate taxes due and payable December, 1969, in the amount of \$240.78 have been paid.

There are no assessments shown on the Tax Duplicate.


NO. 65

No search has been made for special assessments which are not shown on the tax duplicate in the Treasurer's Office, nor for conveyances, agreements, leases or mechanic's liens not filed for 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.

CERTIFICATE

I hereby certify that the foregoing CONTINUATION OF ABSTRACT OF TITLE is a correct and true abstract of all instruments and proceedings of record which affect the title to the premises described or referred to in the Heading hereof, as such instruments and proceedings appear from a careful examination of the public indexes in Stark County, Ohio; that all such instruments are properly executed and acknowledged, except as otherwise shown; that the title search and the preparation of said CONTINUATION are in accordance with the standards adopted by the Stark County Bar Association; and that the same covers the period since and including July 19, 1963.

Canton, Ohio
March 26, 1970
12:00 o'clock Noon


Willis Steffy, Attorney at Law

SHORT FORM CONTINUATION

SHORT FORM CONTINUATION to Lot #4502 in the City of
North Canton

No. 66

Walter J. Warburton
Jeanne N. Warburton
husband and wife

to

Charles A. Roteck
Dawn A. Roteck

Warranty Deed
Consideration \$1.00
Dated: March 31, 1970
Filed: March 31, 1970
At: 3:49 p.m.
Volume 3444, Page 232

Conveys captioned premises subject to conditions,
restrictions and covenants contained in Deed Volume 2750,
Page 78.

No. 67

Charles A. Roteck
Dawn A. Roteck
husband and wife

to

The Citizens Savings
Association

Mortgage
Consideration \$20,500.00
Dated: March 31, 1970
Filed: March 31, 1970
At: 3:59 p.m.
Volume 3457, Page 583

NOT CANCELLED ON RECORD

Conveys abstracted premises

I hereby certify that the foregoing Deed and Mortgage
are the only instruments which have been filed for record
from March 26, 1970 to March 31, 1970 at 3:59 p.m. affecting
the title to the above described premises.



G. S. Krainess, Attorney at Law
626 Renkert Building, Canton, Ohio