

ABSTRACT OF THE TITLE

To Lot, No. 5, 6 & 7 in the S. P. Rohrer's Addition to the Village of North Canton, Stark County, Ohio, recorded in Plat Book 13, Page 76, in Stark County, Ohio Recorder's Office.

- 2 -

James Madison,  
President of the  
United States

Government Patent.  
Dated and Acknowledged Feb. 20, 1810.  
Recorded Feb. 27, 1909, Vol. 477,  
Page 544.

To

Jacob Mishler

Grants Section No. 7 in Township No. 11, Range No. 8,  
Plain Twp. Stark County, Ohio.

NOTE: The record of the Patent in this case was not signed as required by law, but this omission is cured by the provisions of section No. 2470 Revised Statutes of the United States.

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Jacob Mishler,  
and Mary Mishler, his wife

General Warranty Deed \$0.06  
Dated and Acknowledged Oct. 10, 1810  
Recorded Apr. 5, 1811, Vol. "A"  
Page 159.

To

Henry Deardorf

Two Witnesses.  
Isaac Everett, J.P. Adams Co. Pa.

Conveys the north half of section 7, Plain Township,  
Stark County, Ohio.

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Henry Deardorf's  
Will.

Date of Will, July 28, 1811  
Date of Probate, Feb. 10, 1812  
Certified copy admitted to record  
in Stark County Common Pleas Court  
Nov. 29, 1819.

Will Record "B"  
Page 48.

This will among other items recites the following:  
And as for my land which I own in Ohio State in Stark County,  
half a section in No. 7, Township No. 11, Range No. 8, whereon  
my two daughters, namely:- Rebecca, the wife of Peter Trump and  
Ann the wife of James Packer, now lives, I give and devise the  
said half section of land undivided unto my two said daughters  
Rebecca and Ann to be divided into two equal shares to them during  
their life time and to the heirs of their bodies and their assigns  
forever. My said daughter Rebecca is advanced and paid besides  
that land to the sum of one hundred and seventy-six pounds and  
has now with that land her full share the three hundred and fifty  
pounds. And also in full of my whole estate both real and person-  
al, my daughter Ann is advanced and paid to the sum of seventy  
pounds, fifteen shillings, besides the land shall be paid unto  
her the sum of one hundred and fourteen pounds and five shillings  
out of my estate to make her full the sum of three hundred and  
fifty pounds and also her full share of my estate both real and  
personal.

- 5 -

I can not find any record of Administration of the estate of

said Henry Deardorff, in Stark County, Ohio Probate Office.

I can not find any record of will or administration of the estate of Rebecca Trump in Stark County, Ohio Probate Office.

Peter Trump and  
James Packer and  
Anna, his wife

Agreement.  
Dated Feb. 12, 1835  
Acknowledged Mch. 10, 1836.  
Recorded Mch 23, 1836, Vol. "O" Page 383  
John Brandon, J.P.

Witnesseth: That as the north half of Section No. 7, Township No. 11, Range No. 8, is left by will of Henry Deardorff, deceased, to Rebecca Trump and Ann Packer and their heirs and is undivided, this is to show that we, Peter Trump and James Packer have this day agreed to divide the aforesaid north half of section No. 7, Township No. 11, Range No. 8, as follows: That the said Peter Trump and his heirs are to have all the North West Quarter of said section, together with all the privileges and appurtenances thereon, for their own proper use forever, and It is agreed that the said James Packer and his heirs are to have the North East Quarter of said Section No. 7, Township No. 11, Range No. 8, together with all privileges and appurtenances to their own proper use forever, and it is further agreed that the said Peter Trump and his heirs relinquish all right, title, interest and claim in and to the said North East Quarter of the said James Packer and his heirs forever, and also the said James Packer and his heirs relinquish all right, title, interest and claims in and to the said North West Quarter of the said Section No. 7, Township No. 11, Range No. 8, to the said Peter Trump and his heirs forever, and furthermore, it is agreed that each of the above parties is bound to the other in the premises-- the sum of \$ 1000.00 to stand to the above contract. I, Ann Packer, hereby acknowledge myself agreed to the above contract between Peter Trump and James Packer Feb. 12, 1835. Ann Packer.

NOTE: Peter Trump, Sen. Peter Trump Jr. Jonas Trump, Henry Trump, John Trump, Philip Shnider, Mary Shnider, his wife, Jonathan Palmer and Rebecca Palmer, his wife, sign and are acknowledged, but their names are not given in the body of instrument.

I cannot find any record of will or administration of the estate of James Packer in Stark County, Ohio, Probate Office.

NOTE: I cannot find any record showing who were the heirs of said James Packer, Deceased.

James Packer Jr. and  
Christina Packer, his wife

Quit Claim Deed \$ 325.  
Dated and Acknowledged Oct.1,1838  
Recorded Oct. 22, 1838, Vol."T"  
Page 492.  
Two Witnesses.  
George Dunbar, J.P.

To

Samuel Schrantz

Conveys the undivided sixth part of the North East Quarter of Section No. 7, Township No. 11, Range No. 8.

Aaron Packer and  
Anna Packer  
(his mother)

To

Samuel Holl

Deed \$ 2000  
Dated Feb. 26, 1850  
Acknowledged April 2, 1850  
Recorded June 1, 1850, Vol. 46, Page 16.  
Two Witnesses.  
Jacob Mohler, N.P.

Conveys all their right and title x x x in the north east Quarter of Section No. 7, Township No. 11, Range No. 8. Now be it known that whereas Aaron Packer and his mother have agreed upon that Aaron is to draw all the aforesaid two thousand dollars and he the said Aaron shall invest the same in real estate and provide a home for his mother for during her life and also shall provide for her in all other cases such as clothing and victuals whatever is necessary for her maintenance during her life in all respects as customary and if it shut happen that the said Aaron shut decease before his mother then shall the aforesaid sum of money be invested in real estate if not already for the use of his mother and femely, the same shall be for the only use of said Aaron and his heirs.

NOTE: Deed does not recite that said grantors are unmarried.

When the wife releases dower only the deed will be noted as at section 12, following, but when she joins in the granting clause her name will appear in this abstract as at section 3 above. Each officer certifying to an acknowledgment is an officer in and for Stark County, Ohio unless otherwise noted, and if deed was executed prior to March 19, 1837, certifies to separate examination of wife unless otherwise noted.

Frederic Adam and  
Lydia, his wife

To

Samuel Holl

Quit Claim Deed \$ 700  
Dated and Acknowledged Mch. 27, 1850  
Recorded Apr. 10, 1850, Vol. 45,  
Page 154.  
Two Witnesses.  
George Holtz, J.P.

Conveys the claim or interest or estate of the said Lydia Adam as heir of the estate of James Packer, late of said County, deceased, and being the undivided one-fifth part of the North east Quarter of Section No. 7, Township No. 11, Range No.8.

Anna Packer  
(Dower)

To

Samuel Holl

Quit Claim Deed \$ 1000  
Dated and Acknowledged Apr. 2, 1850  
Recorded Apr. 10, 1850, Vol. 45, Page 154  
Two Witnesses.  
Jacob Mohler, N.P.

Conveys all her right, and title of dower in the North East Quarter section in Twp. No. 11, Range No. 8.

Aaron Packer and  
Catharine, his wife

To

Samuel Holl.

Warranty Deed \$ 1000  
Dated and Acknowledged Apr. 2, 1850  
Recorded Apr. 10, 1850, Vol. 45, Page 155.  
Two Witnesses.

Jacob Mohler, N.P.

Conveys the undivided one-fifth part of the North East Quarter of Section No. 7, Twp. No. 11, Range No. 8.

George Packer and  
Mary, his wife

To

Samuel Holl

Warranty Deed \$ 800  
Dated and Acknowledged Apr. 6, 1850  
Recorded Apr. 10, 1850, Vol. 45,  
Page 156.  
Two Witnesses.  
Jacob Mohler, N.P.

Conveys the undivided one-fifth part of the North East Quarter of Section No. 7, Twp. No. 11, Range No. 8.

Samuel Schrantz's  
Estate

1850, Jan. 26, Ephraim Schrantz and  
Michael Schrantz, Admrs.  
" " " Bond filed and Letters  
issued.  
" Apr. 27, Inventory and Sale list  
filed.  
1851, Oct. 4, Partial Account filed  
1854, Dec. 20, Final Account filed.  
Costs Paid.

Admr. Doc. B  
Page 325.

Michael Schrantz and  
John Schrantz,  
Nancy Schrantz and  
Leah Schrantz,  
minors by their next friend  
Michael Schrantz

vs

Ephraim Schrantz,  
Mahala Feather  
Lydia Showalter,  
Catharine Shitz,  
Madaline Shitz and  
Samuel Schrantz and  
Catharine Schrantz, widow  
of Samuel Schrantz, dec'd

In Common Pleas Court.  
In Partition  
1850, May 3, Petition filed.  
" " " Answer of defendants filed  
" " " 6 Partition ordered  
" " " Writ issued  
" Aug. 6, Sale ordered  
" Oct. 22, Certified order to  
sell issued.  
1851 May 5, Sales and Election  
approved and deeds ordered.

This was an action in partition of a number of tracts of land. Petitioners state that they the plaintiffs and the defendants are each entitled to the undivided one-tenth of the premises described in said petition, and that Catharine Schrantz widow of Samuel Schrantz dec'd is entitled to dower in said premises. The commissioners appointed reported that said premises could not be divided among the said heirs without manifest injury thereto. They assigned several tracts to the widow for her dower, and appraised the several tracts. The premises in question known as No. 6 were appraised at \$ 800.00 and said tract No. 6 which is the undivided one-fifth part of the North East Quarter of Section No. 7, Twp. No. 11, Range 8, was sold to Samuel Holl for \$ 700.

The sale was approved and deed ordered.  
Appearance Docket U, Page 71.  
Rec. E, 2 Page 502.

I can not find a deed to Samuel Holl for the premises sold by authority of the Stark County, Ohio Common Pleas Court as shown in section 17 above.

Jonathan G. Lester,  
Peter Schick and  
Jacob J. Bahney,  
Directors of the  
Stark County Infirmary

vs

Isaac Packer

Petition to sell land.  
1850, Nov. 2, Petition filed and  
Spna. issued.  
" " 4, " rept- served & w  
" " 5, Appraisement and sale  
ordered.  
" " " Property appraised at \$600  
1851, May 5, " sold to Samuel  
Holl for \$ 620.00  
" " " Sale approved and deed  
ordered.

This was an action to sell land which was seized in fee simple by Isaac Packer an inmate in the Stark County, Ohio, Infirmary, Said real estate was the undivided one-fifth part of the north east quarter of Section No. 7, Twp. # 11, Range #8 Said premises were appraised at \$600 and the appraisement was approved and was sold to Samuel Holl for \$ 620.00. The sale was approved and deed ordered.

Appearance Doc. U.  
Page 263  
Rec. E 2, Page 301.

Jonathan N. Lester,  
Peter Schick and  
Jacob J. Rahney,  
Directors of the Stark  
County Infirmary

To

Samuel Holl

Quit Claim Deed \$ 620  
Dated and Acknowledged May 13, 1851  
Recorded July 21, 1851, Vol. 48,  
Page 335.  
Two Witnesses.  
Seraphim Meyer, N.P.

Conveys the premises described in section 19 above.

Samuel Holl and  
Mary, Holl, his wife

To

John Sheets

Warranty Deed \$ 5000  
Dated Mch. 23, 1864  
Acknowledged Mch. 23, 1862  
Recorded June 15, 1864, Vol. 84  
Page 522.  
Two Witnesses.  
Reuben Holl, J.P.

Conveys part of the North East Quarter of Section # 7  
Twp. # 11, Range # 8, Bounded as follows: Beginning 13 Perches  
and 23 links north of the south west corner of said quarter  
section; thence north 65 perches and 17 links; thence south 47  
*thence east 160 perches 18 links to the east line of said quarter,*

perches 7 links; thence west 137 perches 18 links; thence south 18 perches; thence west 23 perches to the place of beginning, Containing 50 Acres, more or less.

- 22 -

John Scheetz and  
Maria Scheetz, his wife

To

John O. Kreighbaum

Warranty Deed \$ 6500  
Dated and Acknowledged Mch 31, 1881  
Recorded June 7, 1881, Vol. 177  
Page 104.  
Two Witnesses.  
George Holtz, J.P.

Same description as above.

NOTE: Grantors sign deed "Scheetz" and are so acknowledged.

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John O. Kreighbaum and  
Sarah C. his wife

To

Henry Whitman

Warranty Deed \$ 5300  
Dated and Acknowledged Oct. 19, 1882  
Rec. Nov. 10, 1882, Vol. 190,  
Page 363  
Two Witnesses.  
George Holtz, J.P.

Conveys same premises as described in section 22 above.

NOTE: This deed recites "But subject to a mortgage and notes calling for three thousand and two hundred dollars with the interest thereof from Oct. 1, 1882 the payment whereof the said Henry Whitman assumes when the same becomes due, as a further part of consideration of purchase money for the above described premises.

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John O. Kreichbaum and  
Lillian M. his wife

To

Henry Whitman

Warranty Deed \$ 1.00  
Dated and Acknowledged Oct. 15, 1904  
Recorded Nov. 30, 1904, Vol. 431  
Page 307.  
Three witnesses.  
Joseph M. Blake, N.P.

Same description as above except that it locates the premises in N.W. Quarter of said section # 7, Twp. # 11, Range # 8.

NOTE: The Grantors sign deed Kreichbaum and are so acknowledged and also so written in the body of deed.

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John O. Kreighbaum and  
Lillian M. his wife

To

Henry Whitman

Warranty Deed  
Dated and Acknowledged Oct. 15, 1904  
Re-rec. Nov. 23, 1908, Vol. 477,  
Page 127.  
Three witnesses.  
Joseph M. Blake, N.P.

Same description as section 22 above.

NOTE: Grantors names are signed "Kreighbaum" and are so acknowledged and also so written in the body of deed.

- 26 -

Henry Whitman

In Common Pleas Court.

vs

To Quiet Title.

Samuel Schrantz, Catharine Schrantz, John Schrantz, Laura Holler, Edward Packer, Ira H. Holl, Nathan S. Holl, Icy A. Holl Elder, Homer V. Holl, Roy C. Holl, Newton W. Holl, W. M. Holl, D. H. Holl, Evay Tyson, Rhoda Z. Holl, Clara Morton, Ella M. Holl, Alpheus A. Holl, W. P. Holl, H. H. Holl, D. W. Holl, O.W. Holl, Mary E. Zerbe, Eva A. Talcott, Clayton Carpenter, Silas Carpenter, Isaac Holl, Alonzo Holl, Enos Holl, Alvin R. Holl, Ada H. Stover, J.P. Holl, Samuel J. Holl, Elta Good, Eli Holl, Anna Surbey, Catharine Good, Sophia Walter, Samuel Holl, Henry C. Holl, Mary J. Fox, Cyrus Bomberger, Elizabeth Schlott, Martha Bomberger Bye, Anna Bomberger Balkwill, Mary Hower, Elizabeth H. Frack, Sina Deavers, Malinda Imboden, Jefferson Packer, David Packer, Ellen Segner, Emma Royer, Rebecca Williams, Chloe Kahler, Alice Humbert, Sarah Eschliman, Mary Graber; and the unknown heirs of Ann Packer and James Packer, deceased; and the unknown heirs of Rebecca Trump and Peter Trump, deceased; and the unknown heirs of Cora Whitacre, deceased; and the unknown heirs of Aaron Packer, deceased,  
Defendants.

1909, Feb. 20, Petition filed.  
 " June 18, Names of defendants corrected and a number of parties made defendants herein.  
 " " " Affidavit for publication filed.  
 " " " Publication ordered.  
 " " 19, Amended Petition filed  
 " " " Praecipe filed.  
 " " " Summons issued  
 " " " Waiver of Samuel Schrantz, Isaac Holl, Alonzo Holl, Ada H. Stover, Samuel J. Holl, Catharine Good, Anna Surbey, Elta Good, John Halter, Henry C. Holl, Clayton Carpenter, Laura Holler, D.W.Holl, Enos Holl, Edward Packer, Mary J.Fox, John H.Holl, filed.  
 1909, June 19, Waivers of the following persons:viz:- Samuel Holl, Silas Carpenter, John Schrantz, Mary Graber, Alice Humbert, Ellen Segner, Rebecca Williams, Emma Royer, David Packer, Jefferson Packer, Sina Deavers, Malinda Imboden, Sarah Eschliman, W.M.Holl, D.H.Holl, Eva A. Tyson, Clara Morton, Rhoda Z. Holl, Ella M. Holl, Alpheus A. Holl, Elizabeth H. Frack, Anna Bomberger Balkwill, Roy C. Holl,

Nathan S. Holl, Icy A. Holl Elder, Ira H. Holl, Homer V. Holl, Newton W. Holl, Mary Hower, Alvin R. Holl, J.P. Holl, Eli Holl, Mary E. Zerbe, Cyrus Bomberger, Elizabeth Schlott, Martha Bomberger Bye, filed,  
 1909, June 28, Summons returned- served on O.W.Holl by leaving a certified copy at his usual place of residence and served personally by copy on W. P. Holl, and Phoebe Kahler.

" July 30, Affidavit of publication filed.

" Aug. 17, Title quieted.

Costs paid.

Appearance Doc. 84,

Page 19601

Record Vol. 177,

Page 494.

Amended Petition: Plaintiff is the owner in fee simple, and in actual possession of the following described real estate, situated in the Township of Plain, County of State, and State of Ohio, Being known as part of the North East Quarter of Section # 7, Twp. # 11, Range 8, bounded as follows: Beginning 13 perches 23 links north of the south west corner of said quarter; thence north 65 perches 17 links; thence east 160 perches 18 links to the east line of said quarter section; thence south 47 perches 7 links; thence west 137 perches 18 links;

thence south 18 perches; thence west 23 perches to the place of beginning, Containing 50 acres of land.

Defendants claim an estate or interest therein adverse to the plaintiff's right.

Plaintiff prays that the defendants may be compelled to set out and show their certain interests and that the same may be adjudged null and void and plaintiff's title quieted against the same.

Catharine Schrantz and Eva A. Talcott, whose residences were unknown, and the unknown heirs and devisees of Ann Packer, and James Packer, deceased, the unknown heirs and devisees of Rebecca Trump and Peter Trump, deceased; the unknown heirs of Cora Whitacre, deceased; and the unknown heirs and devisees of Aaron Packer, deceased, were notified by publication in the Canton Morning News for six consecutive weeks from and after the 19th day of June, 1909.

The docket entries show how the other defendants were notified or filed waivers.

The names of some of the defendants being erroneously written in the petition and new parties being necessary, on June 18, the Court granted plaintiff leave to file an amended petition making the necessary changes in the names of the defendants, and making new parties. (The names shown herein as defendants are the ones in the amended petition).

Upon hearing the Court found that all the defendants were in default for answer and demurrer, and that the allegations of the amended petition were confessed by each and all of them to be true.

The Court found that at the time of bringing this action, said plaintiff was in possession of said real estate, and that he had the legal estate in, and entitled to the possession of the same, and that neither the defendants nor any one of them, have any estate in, or are entitled to the possession of said real estate or any part thereof, and that the plaintiff ought to have his title and possession quieted as against each and every one of said defendants.

It is therefore ordered, adjudged and decreed that the title and possession of the said Henry Whitman, to all and singular, the premises in the amended petition described, to wit: (Here follows a description of the 50 acres described above) 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 forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of said Henry Whitman, his heirs or assigns thereto.

Henry Whitman and  
Catharine Whitman, his wife

Warranty Deed \$ 9000  
Dated and Acknowledged Mch. 2, 1909  
Recorded Sept. 21, 1909, Vol. 489,  
Page 528.  
Two Witnesses.  
Allen Coo, N.P.

To  
George C. Hull

Conveys the premises as described in 21 above, subject however to the agreement entered into on the 30th day of November, 1904, between said Henry Whitman and the Canton-Akron Railway Company for a right of way over the public road through said premises for operating an electric railway over said public road through said premises, which agreement has been assigned by said Henry Whitman to said George C. Hull.

I find no will of George C. Hull on record in the Probate Office of Stark County, Ohio.



Application for Letters of Administration of the estate of George C. Hull, shows that he died May 14, 1917, leaving Lillian E. Hull his widow and the following his only next of kin.  
George C. Hull, Jr. Son

George C. Hull's Estate 1917, May 29, Application filed.  
" " " Lillian E. Hull, Admrx.  
" " " Bond filed and Letters issued.  
" July 31, Proof of publication and legal notice filed.  
1918, Jan. 10, Inventory and appraisement filed.  
" Feb. 1, Statement to County Auditor issued.  
Admr. Doc. "O" Costs Paid.  
Page 212

Lillian E. Hull, Admrx of the estate of George C. Hull, Dec'd vs Lillian E. Hull, G. C. Hull, Jr. a minor, 17 years of age and Abram W. Agler, Guardian of George C. Hull, Jr. Sale of Real Estate.  
1919, July 5, Petition filed.  
" " " Answer of Guardian of George C. Hull, Jr. filed  
" " " Answer of Lillian E. Hull, filed.  
" " " Sale decreed, appraisement ordered  
" " " Order of appraisement issued  
" " " 31, Order of appraisement returned premises appraised at \$ 12000  
" " " Appraisement confirmed.  
Additional Bond \$ 3000 ordered.  
" " " Additional Bond filed.  
1919, July 31, Order of sale issued.  
" " " " " " returned.  
Property sold to Nathaniel Earl for \$ 12000.00  
" " " Sale confirmed and deed ordered.  
" Aug. 18, Application to correct title filed.  
Civil Doc. "R" Page 66. " " " Description of property corrected and deed ordered as corrected.  
Civil Record Page

Plaintiff represents that she is the duly qualified Administratrix of George C. Hull, deceased; that the debts due from the deceased is \$ 4000; charges of administration will be about \$ 200.00; that the total value of the personal estate is but \$ 1000 and is wholly insufficient to pay the debts and costs of administration; that George C. Hull died seized of the premises described as follows: Being part of the North east Quarter of Section # 7, Twp. # 11, Range # 8, in Stark County, Ohio. Beginning at a stone at the south east corner of said quarter section; thence north 4 degrees 58' east with the east line of said quarter for 535 feet to an iron pipe; thence, the true place of beginning for the tract hereby conveyed; thence north 85 degrees 10' west for 431.27 feet to the center of the Canton-Akron Road; thence north 12 degrees 30' west with the center of the Canton-Akron Road for 455.23 feet to a point; thence north 78 degrees 15' east for 595.8 feet to a point on the east line of said quarter section; thence south 4 degrees 58' west on the east line of said quarter section for 604.4 feet to the place of beginning.

Containing 6 2/10 acres, more or less, leaving Lillian E. Hull his widow who is entitled to dower therein, and G. C. Hull, Jr. only heir at law of said decedent. Prays for assignment of dower and sale of

said real estate free of said dower.

Answer of Abram W. Agler, Guardian of George C. Hull, Jr. waived issuance and service of summons, and consents to an order of sale of said real estate.

Answer of Lillian E. Hull, widow, waives the assignment of dower by metes and bounds, consents to sale as prayed for and asks that said dower interest be paid from the proceeds of said sale. Property was appraised at \$ 12000.00 and approved and an order of sale issued and said order of sale was returned and property was sold to Nathaniel Garl for \$ 12000.

Sale was confirmed and deed ordered.

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Lillian E. Hull, Admrx.  
of the estate of George  
C. Hull, deceased

Admr'x Deed \$ 12000.00  
Dated and Acknowledged Aug. 18, 1919  
Recorded Aug. 19, 1919 Vol. 682, Page 526.  
Two Witnesses.  
Abram W. Agler, N.P.

To

Nathaniel Garl

Conveys the 6 2/10 acre tract described in section 30 above.

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Nathaniel Garl and  
Saloma Garl, his wife

Warrant Deed \$ 1.00  
Dated and Acknowledged Oct. 1, 1920  
Recorded Nov. 5, 1920, Vol. 722, Page 139.  
Two Witnesses.  
J. W. Richards, J.P.

To

S. P. Rohrer

Conveys same premises as above.

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S. P. Rohrer's  
Addition.

Plat.  
Dated and Acknowledged Jan. 13, 1921  
Plat Approved by Village Council  
Recorded Jan. 19, 1921.  
Plat Book 13, Page 76.

To

North Canton, Ohio

The dimensions of the several Lots are marked on the Plat.  
The Lots are numbered from 1 to 24 inclusive.

LIENS.

- 35 -

John O. Kreighbaum and  
Sarah C. his wife

Mortgage \$ 3500  
Dated and Acknowledged Apr. 1, 1881  
Recorded Apr. 16, 1881, Vol. 173, Page 248.  
Two Witnesses.  
George Holtz, J.P.

To

John Sheets

Cancelled Apr. 1, 1890, by John B. Roush, Emanuel C. Sheets,  
Samuel C. Sheets and Mary Sheets. John Sheets Heirs also cancelled  
Feb. 16, 1909 by E. C. Sheets, Admr. of the estate of John Sheets,  
deceased.

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George C. Hull

To

Henry Whitman

Mortgage \$ 6000  
Dated and Acknowledged Mch. 2, 1909  
Recorded Sept. 21, 1909, Vol. 452, Page 308  
Two witnesses.  
Urban A. Wernet N.P.

Cancelled Mch. 31, 1916, by Catharine Whitman Executrix of the Will of Henry Whitman, Dec'd.  
For Appointment of Catharine Whitman, Executrix, See Will Record 32, Page 310 and Admr. Doc. "N" Page 377. Stark County Ohio Probate Office.

Nathaniel Garl

To

Lillian E. Hull, Admrx  
of the estate of George  
C. Hull, Dec'd

Mortgage \$ 7500  
Dated and Acknowledged Aug. 18, 1919  
Recorded Aug. 19, 1919, Vol. 685,  
Page 152.  
Two Witnesses.  
William Feller, N.P.

Cancelled Nov. 5, 1920, by Lillian E. Hull, Executrix of the estate of George C. Hull, Dec'd

Sidney P. Rohrer and  
Florence I. Rohrer, his wife

To

Nathaniel Garl

Mortgage \$ 7500  
Acknowledged Nov. 4, 1920  
Recorded Nov. 5, 1920, Vol. 706,  
Page 363.  
Two Witnesses.  
Frank C. Wise, N.P.

Cancelled.

Sidney P. Rohrer and  
Florence I. Rohrer, his wife

To

Floyd V. Casper

Mortgage \$ 1550  
Dated and Acknowledged Oct. 24, 1921  
Recorded Oct. 24, 1921, Vol. 790  
Page 387.  
Two Witnesses.  
Adam Miller, N.P.

Cancelled.

This mortgage was assigned to The Canton Mortgage Securities Co. by Floyd V. Casper, Oct. 29, 1921 and was cancelled by the said The Canton Mortgage Securities Co. by William Brown, Sec'y

Sidney P. Rohrer and  
Florence I. Rohrer, his wife

To

The Citizens Building and Loan  
Company

Mortgage \$ 7500  
Dated and Acknowledged Dec. 28, 1922  
Recorded Jan. 3, 1922, Vol. 700  
Page 510  
Two Witnesses.  
R. M. Church, N.P.

Cancelled By W. Paul Wagner, Sec'y.

There are no Leases or Mechanics Liens against said premises.

There are no Judgments or Foreign Executions against Geo. C. Hull, Lillian E. Hull, Nathaniel C. Garl, or Signey P. Rohrer that are living liens against said premises.

Taxes paid to Dec. Payment, 1923 Amount

I made no search for any Special Assessments.

I hereby certify that the foregoing Abstract of Title, consisting of Forty-four Sections was collated by me from the Official Records of Stark County, Ohio and I believe that 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.

Greentown, Ohio,

Oct. 3<sup>rd</sup> 1923

Adam Miller

Abstracter.

Plain Township Historical Society

#5869.

SHORT FORM CONTINUATION

No. 45.

Sidney P. Rohrer,  
 Florence I., his wife,  
 to  
 The First Trust &  
 Savings Bank of  
 Canton, Trustee.

Mortgage \$3000:00.  
 Dated Nov. 24", 1923.  
 Rec. for rec. Dec. 5", 1923.  
 Vol. 799, Page 5.  
 Not cancelled.

*Cancelled Oct. 5, 1926.  
 By the First Trust and Savings Bank of Canton, Ohio.  
 W. H. Taylor, Secy.  
 C. A. Woodell, Asst. Secy.  
 Adam Miller, Asst.*

Covers said premises.

Secures a loan of \$3000.00, payable in two notes of \$500.00 each due 2, and 4 years from date, and one note for \$2000.00, payable in 5 years from date with interest thereon at 6 $\frac{1}{2}$ % per annum.

\*\*\*

\*\*\*

We hereby certify that the foregoing Mortgage is  
 the only matter or instrument of record that has been filed or  
 left for record affecting the title to Lots No. 5, 6 and 7 in  
 S. P. Rohrer's Addition to North Canton, Stark County, Ohio,  
 since October 3", 1923, as shown by the General Indexes in the  
 several County Offices in and for Stark County, Ohio.

Canton, Ohio.

December 8", 1923.

*The First Trust and Savings Bank of Canton, Ohio*  
*Clara W. Metzger*

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

No. 46.

No deed of conveyance for said premises has been filed since Dec. 8, 1923.

L I E N S

No. 47.

Sidney P. Rohrer &  
Florence I., his wife  
to  
The North Canton Bank.

Mortgage \$300.00.  
Dated & Ack'd. Oct. 6, 1924.  
Rec. Oct. 6, 1924, Vol. 819, Page 87.  
Two witnesses.  
George W. Sponseller, N. P.

Premises: Lots Nos. 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 22, 23 & 24 in the Sidney P. Rohrer Addition to North Canton, Ohio.  
Lot 8 is released.

Mortgage cancelled Oct. 5, 1926. By Frank C. Wise, President.

No. 48.

Sidney P. Rohrer &  
Florence I. Rohrer, his wife  
to

Mortgage \$7500.00  
Dated & Ack'd. Oct. 4, 1926.  
Rec. Oct. 5, 1926, Vol. 777, Page 520.  
Two witnesses.

The Home Builders Savings  
Association of Canton, O.  
the Sidney P. Rohrer Addition to North Canton, Ohio.

*Lat #14 Released from above mortgage. See Release vol 6 Pg. 299*  
*Lat #23 " " " " " " See Release vol 5 Pg. 582.*

There are no Leases or Mechanic's Liens against said premises.

No. 50.

There are no Judgments, Foreign Executions, or Pending Suits against Sidney P. Rohrer that are living liens against said premises.

No. 51.

Taxes paid to June Payment, 1926.

No. 52.

I made no search for any Special Assessments.

I hereby certify that the foregoing CONTINUATION was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to the premises herein as shown by the General Indexes in the several Stark County Offices.

Greentown, O.  
Oct. 15, 1926.

*Adam Miller*  
Abstracter.

ADDENDA to the foregoing Abstract of Title, showing all changes affecting the title to said premises, since and including October 15, 1926.

No. 2

Lots #5, #6, #7, 11, 12, 13, 15, 16, 17, 22, and #24 still stand in the name of S. P. Rohrer.

No deeds conveying these lots have been recorded.

No. 3

L I E N S.

No mortgages conveying lots Nos. 5, 6 and 7, have been recorded.

No. 4

There are no leases or mechanic's liens.

No. 5

There are no foreign executions.

No. 6

There are no pending suits or judgments.

No. 7


I have made no search for special assessments.

No.8

The taxes are paid to the June payment of 1930.

-----

I hereby certify that the foregoing Addenda, consisting of eight sections, was collated by me from the official records of Stark County Ohio, and that the same is correct and shows every instrument of record affecting the title to said premises, since and including October 15, 1926, as disclosed by the general indexes in the several County offices.

  
Abstracter.

Canton, Ohio,  
April 3, 1930.  
4 P.M.

Plain Township Historical Society



ADDENDA to the foregoing Abstract of Title, showing all changes affecting the title to said lots No.5, 6, and 7, in Sidney P. Rohrer's Addition to the Village of North Canton, Stark County, Ohio, since and including April 3, 1930.

No.2

Sidney P. Rohrer, and  
Florence I. Rohrer,  
his wife,  
to  
The Home Savings & Loan Co.

Warranty Deed  
Signed & Ack'd March 28, 1930.  
Received April 9, 1930.  
Vol. 1037, Page 18.  
R.A. Firestone, N.P.

Conveys said lots Nos. 5, 6, and 7, in Sidney P. Rohrer's Addition to the Village of North Canton, Ohio,

No. 3

The Home Savings &  
Loan Company, a corporation,  
By H. O. Cain, Pres.,  
By M.G. Marshall, Sec'y.  
to  
Ben C. Allard.

Warranty Deed  
Signed & Ack'd Jan. 2, 1931.  
Received Jan. 2, 1931.  
Vol. 1048, Page 302  
Samuel F. Bowman, N.P.

Conveys said lots #5, #6, and #7 in Sidney P. Rohrer Addition to North Canton, Ohio, as shown by the records of Stark County, Ohio.

No. 4

Ben C. Allard, and  
Oma C. Allard,  
his wife,  
to  
The Home Savings & Loan Co.

Mortgage of \$6082.45  
Dated Jan. 2, 1931.  
Received Jan. 2, 1931.  
Vol. 961, Page 278.  
Not cancelled.

Conveys said lots #5, #6, and #7 in Sidney P. Rohrer Addition to North Canton, Ohio, as shown by the records of Stark County, Ohio.

Plain Township Historical Society

52  
L I E N  
April 3, 1936  
Cancelled on extra  
Records of Samuel F. Bowman  
Abstracter

No.5

There are no leases or mechanic's liens.

No.6

There are no foreign executions.

No.7

There are no pending suits or judgments in Court of Common Pleas, that are liens against said premises.

No.8

I have made no search for special assessments.

No.9

The taxes on Lot No.5 are delinquent. Amount due in December is \$14.02 plus charges.

The taxes on Lot No.6 are delinquent. Amount due in December is \$76.36, plus charges.

The taxes on Lot No.7 are delinquent. Amount due in December is \$13.70, plus charges.

-----

I hereby certify that the foregoing Addenda, consisting of nine sections, was collated by me from the official records of Stark County Ohio, and that the same is correct and shows every instrument of record affecting the title to said premises, since and including April 3, 1930, as disclosed by the general indexes in the several County offices.



Abstracter.

Canton, Ohio,  
Jan. 3, 1931.  
11:30 A.M.

ADDENDA to the foregoing Abstract of Title, showing all changes affecting the Title to said premises, since and including, January 3, 1931.

No. 2. 45

The Home Savings and Loan Company,  
Plaintiff,  
  
-vs-  
Oma C. Allard, N. Canton, Ohio,  
Dorothy Allard and Robert  
Allard, minors and heirs of  
Ben C. Allard, North Canton,  
Ohio.  
  
Defendants.

IN THE COURT OF COMMON PLEAS,  
L.A.N.  
COURT OF COMMON PLEAS  
Stark County, Ohio.  
  
App. Dec. 160, Pg 65398.

July 20, 1932. Petition and praecipe filed.  
 " " " Summons issued. Ans. filed Aug. 20, 1933.  
 " 25 " Summons returned: Received this writ July 21, A.D. 1932 at 10 o'clock A.M. and pursuant to its command on July 23, 1932, I notified the within named Oma C. Allard, mother of Dorothy and Robert Allard, minors, by delivering to her personally a true and certified copy of this writ with all endorsements thereon. On July 23, 1932, I notified the within named defendants Dorothy Allard and Robert Allard, minors, by leaving for them at their usual place of residence, a true and certified copy of this writ with all endorsements thereon. (Signed) Tesce W. Oberlin, Sheriff.

Sept. 28, 1932. Judgment for plaintiff -vs- Oma C. Allard for sum of \$6112.30 with 7% int. from 9-28-32 and costs, foreclosure of mortgage and order to sell 3 das. G<sup>7</sup> 229.

Oct. 3, 1932. Order of sale issued. Ex Dec. 37. Pg 507.  
 Nov. 19, " Sale confirmed: Deed and distribution ordered. Deficiency judgment for Plaintiff vs Oma C. Allard for \$213.84 with 6% int. from 9-28-32. G<sup>7</sup> 517.

May 17, 1933. Creditors Bill and Praecipe filed.  
 Sept. 22, 1933. Summons issued.  
 " 27, " Summons returned: Received this writ Sept 23, A.D. 1933 at 10 o'clock A.M. and pursuant to its command on Sept 25, 1933, I notified the within named defendants Dorothy Allard and Robert Allard, minors and heirs of Ben C. Allard by leaving for them at their usual place of residence, a true and certified copy of this writ with all endorsements thereon. On Sept 25, 1933, I notified the within named defendant Oma C. Allard by delivering to her personally, a true and certified copy of this writ with all endorsements thereon. On Sept 25, 1933 I notified the within named defendant Oma C. Allard, mother of Dorothy and Robert Allard by delivering to her personally, a true and certified copy of this writ with all endorsements thereon. On Sept 25, 1933 I notified the within named The Dime Savings Bank by delivering personally to George Howen-

Plain Township Historical Society

stine, Sec'y of The Dime Savings Bank, a true and certified copy of this writ with all endorsements thereon, neither the President nor any other higher officer of The Dime Savings Bank being found in Stark County, Ohio.

*Certs Paid*

State of Ohio,  
Stark County:

SS

IN THE COURT OF COMMON PLEAS.

The Home Savings & Loan Company,  
a corporation,

Plaintiff,

-vs-

Oma C. Allard,

et al.,

Defendants.

JOURNAL ENTRY CONFIRMING SALE  
AND ORDERING DEED.

No. 65398.

Recorded Vol. G. Pg 517.

This cause came on for hearing upon the motion of the plaintiff and the return of the Sheriff of the sale made under the former orders of this Court, and the Court, on careful consideration of the proceedings of the Sheriff and being satisfied with the same have been in all respects in conformity to law and the orders of this Court, it is ordered that said proceedings and sale be and they are hereby approved and confirmed.

The Court finds that the Sheriff sold said premises to The Home Savings & Loan Company for the sum of \$6000.00, that being the highest price bid upon said premises, and it is hereby ordered that said Sheriff convey to said purchaser, The Home Savings & Loan Company by Deed, according to law, the property so sold and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk of this Court cause satisfaction of the Plaintiff's mortgage dated January 2, 1931, and recorded in Vol. 961, Page 273 of the Mortgage Records of Stark County, Ohio, herein said upon to be entered on the record thereof in the office of the Recorder of Stark County.

And the Court coming now to distribute the proceeds of said sale, amounting to \$6000.00, it is ordered that the Sheriff, out of the moneys in his hands pay the same as follows:-

- 1- To the Clerk of the Court of Common Pleas, the costs of this action, in the sum of \$13.76.
- 2- Sheriff's costs in this action, in the sum of \$21.26.
- 3- To Plaintiff, The Home Savings & Loan Company, the balance of said money remaining in his hands to be applied as follows:
  - (a) As a refund for taxes heretofore paid by it to the Treasurer of Stark County, Ohio, in the sum of \$66.44.
  - (b) As a credit upon its judgment, to-wit: the sum of \$5896.54.

And there still remaining due said The Home Savings & Loan

No. 2. (Contd).

Company as of September 29, 1932, the sum of \$213.84, it is considered that The Home Savings & Loan Company recover the same with interest thereon at the rate of 6% per annum from said date from the defendant, Oma C. Allard, and execution is awarded therefor.

(Signed) Jas. L. Floyd, Judge.

Nov. 19, 1932.

No. 3. (46)

Roscoe W. Oberlin,  
Sheriff of Stark County, Ohio.

to

The Home Savings & Loan Company.

Sheriff's Deed. 60002  
S. Book'd Nov. 21, 1932.  
Rec'd Nov. 21, 1932.  
Vol. 1085. Pg 179.  
Huer G. Ringle, M.P.

I hereby certify that the following described premises: Situated in the County of Stark, Plain Township, and known as and being Lots #5, 6, 7 in Sidney P. Fohrer Addition to North Canton, Ohio, as shown by the records of Stark County, Ohio.

No. 4.  
L I E N S.

No Mortgages conveying said premises have been recorded.

No. 5.

There are no Leases or Mechanics Liens.

No. 6.

There are no foreign executions.

No. 7.

There are no pending suits or judgments in Court of Common Pleas.

Plain Township Historical Society

No. 8.

I have made no search for special assessments.

No. 9.

The taxes are paid to the December payment of 1933.

No. 10.

There are no Federal Tax Liens or Recognizance Bonds.

-----OO-----

I hereby certify that the foregoing ABSTRACT, consisting of Ten (10) Sections, was collated by me from the Official Records of Stark County, and that the same is correct and shows every instrument of record affecting the Title to said premises, since and including, January 3, 1931, as disclosed by the General Indexes in the several County Offices.

*J. F. Bowman*  
Abstracter

Canton, Ohio.  
March 9, 1934.  
At 10:30 A.M.

Plain Township Historical Society

ADDENDA to the foregoing Abstract of Title, showing all changes affecting the title to said premises, since and including March 9th, 1934.

No. 2.

No DEEDS conveying said premises have been recorded.

L I E N S.

No. 3.

No MORTGAGES conveying said premises have been recorded.

No. 4.

There are no LEASES or MECHANICS LIENS.

No. 5.

There are no FOREIGN EXECUTIONS.

No. 6.

There are no PENDING SUITS or JUDGMENTS in the Court of Common Pleas that are liens.

No. 7.

I have made no search for SPECIAL ASSESSMENTS.

No. 8.

The TAXES now due on Lot #5 are \$2.62.  
" " " " Lot #6 are \$17.04.  
" " " " Lot #7 are \$1.59.

There is no lien for unpaid PERSONAL TAX.

No. 9.

There are no FEDERAL TAX LIENS or RECOGNIZANCE BONDS.

----- ooo -----

I hereby certify that the foregoing ADDENDA consisting of Nine Sections, was collated by me from the Official Records of Stark County, Ohio, and that the same is correct and shows every instrument of record affecting the title to said premises, since and including March 9, 1934, as disclosed by the General Indexes in the several County Offices.

Canton, Ohio,  
April 3rd, 1936,  
at 3:00 P. M.

  
Abstracter.

ADDENDA to the foregoing Abstract of Title, showing all changes affecting the Title to said premises, since and including, April 3, 1936.

No. 2. (44)

BEN ALLARD'S ESTATE No. 24301.  
Recorded Vol. Y. Pg 295 Adm. Rec.

April 4, 1932. Application for release of assets when no Administration filed.  
" " " Hearing had. Release ordered. Jrl. 105, Pg 36.  
" " " Recorded Misc. Rec. V. Pg 26.  
" " " Petition to determine inheritance tax filed.  
May 3, " Hearing had. Estate not subject to tax.

(costs paid.)

NOTE: The above record was previously omitted from the above Abstract of Title.

No. 3. (48)

The Home Savings & Loan Company,  
a Corporation,  
By (H.O. Cain, Pres.  
(Margaret Strassner, Asst. Sec y.

Warranty Deed.  
S. & Ack'd April 4, 1936.  
Rec'd April 4, 1936.  
Vol. 1151. Pg 289.  
W. R. Noel, H.P.

to

Ila Z. Smith.

Conveys said lots #5, #6, and #7, in Sidney P. Rohrer Addition to North Canton, Ohio, located Plain Township, Stark County, Ohio.

NOTE: Above deed recites resolution of its Board of Directors to make said Deed.



Oma C. Allard, widow of  
Ben C. Allard,

to

The Home Savings & Loan Company,  
Canton, Ohio.

Quit Claim Deed.  
S. & Ack'd Jan. 7, 1936.  
Rec'd Jan. 8, 1936.  
Vol. 1135. Pg 342.  
W. R. Noel, N.P.

Conveys a parcel of land known as and being a strip  
off of the west side of the Rohrer Addition and described as beginning  
at the southeast corner of the northeast quarter of Section #7, Town-  
ship #11, Range #2; thence west along the quarter section line 263.73  
feet to the center of the Canton-Akron Road S.H. No. 66, Sec. "I"  
S.R. No. 8; thence north 12 deg. 33 min. west along the center of the  
road 580.25 feet; thence south 85 deg. 03 min. east 68.85 feet to the  
true point of beginning; thence north 85 deg. 03 min. west 1936 feet;  
thence to the right on the arc of a circle with a 15 foot radius 28.14  
feet; thence north 12 deg. 33 min. west, parallel with and 33 feet from  
the center of the road, 337.04 feet to a point; thence to the right  
on the arc of a circle with a 15 foot radius 18.98 feet; thence south  
85 deg. 03 min. east 201.02 feet to a point; thence starting north 85  
deg. 03 min. west to the left on the arc of a circle with a 15 foot  
radius, 18.98 feet to a point; thence south 12 deg. 33 min. east 337.04  
feet to a point; thence to the left on the arc of a circle with a 15  
foot radius 28.14 feet to the point of beginning, containing .161 acres.

19.66 feet

7/10/46

Correction made by James H. Euseley

Plain Township Historical Society

The Home Savings & Loan Company,  
a Corporation,  
By (H.O. Cain, Pres.  
(Margaret Strasser, Asst. Secy.

to

Ila Z. Smith.

Quit Claim Deed.  
S. & Ack'd April 4, 1936.  
Rec'd April 4, 1936.  
Vol. 1135. Pg 458.  
W. R. Noel, N.P.

47 above

Conveys same premises as described at Section No. 4 above.

Ila Z. Smith, and  
Charles E. Smith,  
her husband,

to

The Home Savings & Loan Company,  
of Canton, Ohio.

*Cancelled on  
the Record  
July 28, 1938  
S. H. Bowman  
Abstractor*

Mortgage of \$4500.00.  
Dated April 4, 1936.  
Rec'd April 4, 1936.  
Vol. 961. Pg 423.  
Cancelled.

Conveys same premises as described at Sections No. 3  
and No. 4 above.

No. 7.

There are no Leases or Mechanics Liens.

No. 8.

There are no foreign executions.

No. 9.

There are no pending suits or judgments in Court of Common  
Pleas.

No. 10.

I have made no search for special Assessments.

No. 11.

The Taxes are paid to the June payment of 1936.  
There is no Lien for unpaid personal Tax.

Plain Township Historical Society

No. 12.

There are no Federal Tax Liens or Recognizance Bonds.

-----oOo-----

I hereby certify that the foregoing ALIENDA, consisting of Twelve (12) Sections, was collated by me from the Official Records of Stark County, Ohio, and that the same is correct and shows every instrument of record affecting the Title to said premises, since and including, April 3, 1936, as disclosed by the General Indexes in the several County Offices.

Canton, Ohio.  
July 2, 1936.  
At 3:30 P.M.

*S. J. Bowman*  
Abstracter.

Plain Township Historical Society

ADDENDA to the foregoing Abstract of Title, showing all changes affecting the title to said premises, since and including July 2, 1936.

No. 2.

No DEEDS conveying said premises have been recorded.

L I E N S.

No. 3. 54

Ila Z. Smith and  
Charles E. Smith  
her husband

to

The Home Savings  
Loan Company of  
Canton, Ohio.

Mortgage of \$1900.00  
Date July 23, 1938  
Res. July 23, 1938  
Vol. 1128, Page 221

Not canceled.

Conveys said Lots No. 5, No. 6 and No. 7 in Sidney P. Rohrer Addition to North Canton, Ohio as described at Section No. 3 of the foregoing Addenda to the Abstract of Title and also conveys a tract of 0.161 of an acre in northeast quarter of Section No. 7, Township No. 11, Range No. 8 in Stark County Ohio as described at Section No. 4 of the preceding Addenda to this abstract of Title.

No. 4.

There are no LEASES or MECHANICS LIENS.

No. 5.

There are no FOREIGN EXECUTIONS.

No. 6.

There are no PENDING SUITS or JUDGMENTS in Court of Common Pleas.

No. 7.

There are no SPECIAL ASSESSMENTS.

No. 8.

The TAXES are paid to the June payment of 1938.

There is no lien for unpaid PERSONAL TAX.

*Canceled on the 13<sup>th</sup> 1945  
Record now in  
James D. [unclear]  
attorney*

Plain Township Historical Society

No. 9.

There are no FEDERAL TAX LIENS or RECOGNIZANCE BONDS.

---oOo---

I hereby certify that the foregoing ADDENDA consisting of Nine (9) Sections, was collated by me from the Official Records of Stark County, Ohio, and that the same is correct and shows every instrument of record affecting the title to said premises since and including July 2, 1936, as disclosed by the General Indexes in the several County Offices.

Canton, Ohio,  
July 25, 1938,  
at 11:15 A. M.

*J. F. Bowman*  
Abstracter.

Plain Township Historical Society

Charles E. Smith  
114 E. 24th St.  
husband and wife  
by  
The Ohio Power Co.,

Surveyed—Sec. 2407, 604  
S. & A. Vol. 17, 1938  
Rec. 277 Sec. 17, 1938  
Vol. 1874, page 101

Addenda to Abstract of Title to lots #5, 6 and 7 in Sidney P. Rohrer's Addition to North Canton, Plain Township, Ohio.

- 2 -

Section #4 of the Addenda dated July 2, 1936 refers to a tract of land containing .161 acres which is inclusive of part of the Canton-Akron Road (State Route 8), and according to the records in the engineer's office and on the plat of said allotment (Sidney P. Rohrer's) recorded in Plat Record 13, page 76 was dedicated therein as apart of said highway.

I can not find said tract of land on the Auditor's duplicate nor on the Treasurer's books, nor can I find a transfer of said deed referred to in said section on the auditor's books, although said deed recorded in Vol. 1135, page 342 states that it was transferred on the auditor's books.

Therefore the ensuing abstract of title relates only to the premises described in the heading of this abstract of title.

- 3 -

There are no deeds filed for record affecting the title to the premises abstracted.

L I E N S

4 -

50

Charles E. Smith  
Ila Z. Smith  
husband and wife  
to  
The Ohio Power Co.,

Easement--Ser. #407,804  
S. & A. Oct. 13, 1938  
Rec. for Rec. Nov. 17, 1938  
Vol. 1195, page 496

Grants an easement over lot #6 in Sidney P. Rohrer's Addition to North Canton, Ohio, for poles, wires etc., on, over and across said premises.

ABSTRACTOR'S NOTE: Above the description contained in said easement is the following: "5-6-7" Unerline on record.

- 5 -

55

Ila Z. Smith  
Charles E. Smith  
wife and husband  
to  
The Home Savings and Loan  
Company of Canton, Ohio

Mortgage--\$1000.00--Ser. #87,748  
O.S.A. April 11, 1946  
Rec. for Rec. Apr. 12, 1946  
Vol. 1570, page 342  
NOT CANCELED

Conveys premises abstracted, subject to easement shown in section #4, and provides for the payment of mortgage note at rate of \$10.00 per month, with interest at 4 1/2% per annum.

Plain Township Historical Society  
Canceled on Record on 10/19/50  
James [unclear]

There are no leases or mechanics liens on said premises.

There are no personal property tax liens, Federal tax liens, recognition bond liens or unemployment compensation liens on said premises.

Taxes: Dec. 1945 payment of \$3.30 on lot #6, \$21.85 on lot #6 and \$2.64 on lot #7 paid.

There are no assessments on the treasurer's books.

There are no foreign executions against said premises.

There are no judgments, certificates of judgment, pending suits or executions which are living liens against said premises.

I hereby certify that I have collated the foregoing Addenda from the Official Records of Stark County, Ohio, and that I believe the same is true and correct and shows every instrument of record affecting the title to the premises abstracted, since and including July 25, 1938, according to the General Indexes in the various county offices in and for Stark County, Ohio.

Canton, Ohio  
April 12, 1946  
9:46 A. M.

*James T. Emalley*  
Attorney at law

Plain Township Historical Society

ADDENDA to ABSTRACT OF TITLE to Lots Numbers Five (5), Six (6) and Seven (7) in Sidney P. Rohrer's Addition to the Village of North Canton, County of Stark and State of Ohio, since and including April 12, 1946.

- 2 - 57

Annexation of Territory  
to  
Village of North Canton, Ohio

Annexation Proceedings  
Ser. #109,182  
Clerk's Certificate signed Oct. 18, 1946  
Rec. for Rec. Dec. 12, 1946  
Vol. 1934, page 403

Shows the several steps taken to annex premises abstracted, and other premises, to the Village of North Canton, Ohio.

- 3 -

When the Rohrer Addition was annexed to the Village of North Canton, Ohio, as shown in the preceding Section, Lots Number(s) Five (5), Six (6), and Seven (7), therein, were re-numbered (One Thousand Seven Hundred Sixty-two (1,762), One Thousand Seven Hundred Sixty-three (1,763), and) One Thousand Seven Hundred Sixty-four (1,764), in said Village of North Canton, Ohio. See Schedule One, page 41.

- 4 -

There have been no deeds filed for record conveying any interest in premises abstracted.

- 5 -

Ila Z. Smith  
Charles E. Smith  
Wife and husband  
to  
The Home Savings & Loan  
Company of Canton, Ohio

Mortgage - \$5,000, Ser. #202,498  
S & A. Nov. 14, 1950  
Rec. for Rec. Nov. 14, 1950  
Vol. 1957, page 165  
NOT CANCELED

Conveys premises abstracted and provides for the payment of the mortgage note at the rate of \$50.00 per month with interest thereon at  $4\frac{1}{2}\%$  per annum.

- 6 -

There are no leases or mechanics liens against said premises.

- 7 -

There are no personal property tax liens, Federal tax liens, recognition bond liens or unemployment compensation liens which are living liens against said premises.

- 8 -

Taxes: June 1950 payment of \$4.75 on Lot #1,762, \$31.44 on Lot #1763, and \$3.80 on Lot #1,764, is paid.

Assessments: None.



There are no foreign executions, judgments, certificates of judgment, pending suits or executions which are living liens against said premises.

-ooOoo-

I hereby certify that I have collated the foregoing ADDENDA from the OFFICIAL RECORDS of Stark County, Ohio, and that I believe the same is true and shows every instrument of record affecting the title to said premises, since and including April 14, 1946, according to the General Indexes in the various county offices in and for Stark County, Ohio.

Canton, Ohio  
November 14, 1950  
4:10 P. M.

*James H. Emsley*  
Attorney at Law

Plain Township Historical Society

ADDENDA TO ABSTRACT OF TITLE to Lots Number One Thousand Seven Hundred Sixty-two (#1762) and One Thousand Seven Hundred Sixty-three (#1763) in the Village of North Canton, Stark County, Ohio.

No. 2.

No Deeds of Conveyance.

L I E N S

No. 3.

No Mortgages.

No. 4.

No Leases or Mechanic's Liens.

No. 5.

Taxes due June, 1956    }   Lot No. 1762   -   \$6.60   -   Paid.  
                                  }   Lot No. 1763   -   \$50.95   -   Paid.

No. 6.

Sanitary Sewer Assessment due December, 1955:

    Lot No. 1762   -   \$25.64   -   Paid.

    Lot No. 1763   -   \$25.64   -   Paid.

(This is the 3rd of 5 annual installments.)

Sidewalk Assessment due December, 1955:

    Lot No. 1762   -   \$28.98   -   Paid.

    Lot No. 1763   -   \$25.46   -   Paid.

(This is the 2nd of 5 annual installments.)

No. 7.

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

No. 8.

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

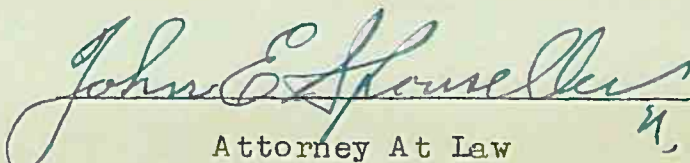
\* \* \* \* \*

I hereby certify that the foregoing ADDENDA, consisting of Sections Nos. 2 to 8 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 filed for record which would affect the title to the premises described herein, since and including the 14th day of November, 1950, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio

December 14, 1956

at 9:00 o'clock A.M.

  
Attorney At Law

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

No. 9.

Ila Z. Smith, married,  
who claims title by instruments  
recorded in Volume 1151, Page 289  
and Volume 1135, Page 458,  
County Recorder's Office,

Warranty Deed - \$1.00  
Dated - December 14, 1956  
Rec'd - December 20, 1956  
Volume 2472, Page 64.

to

Donald W. Geitgey and  
Donna Jean Geitgey,  
2125 Markley Drive,  
North Canton, Ohio.

Conveys: Situated in the Village of North Canton, County  
of Stark and State of Ohio, and known as and being Lots Nos.  
1762 and 1763 in said Village of North Canton, Stark County,  
Ohio.

This conveyance is made subject to an Easement to The Ohio  
Power Company, recorded in Volume 1195, Page 496 of the Stark  
County, Ohio Recorder's Records.

NOTE: Charles E. Smith, husband of the said Ila Z. Smith,  
releases dower.

No. 10.

Donna Jean Geitgey

to

Donald W. Geitgey.

POWER OF ATTORNEY

Dated - February , 1954

Rec'd - February 8, 1954

Volume 7, Page 201.

Gives power to sell and convey, by land contract or deed satisfactory to the purchaser, any and all lots or parcels of land owned by me or hereafter acquired by me, situated in the State of Ohio; to exchange, lease, mortgage, sign promissory notes or otherwise dispose of, or incur, any of said land; to release any and all dower rights in any land, wherever situated, owned by Donald W. Geitgey, my husband; to receive and receipt any moneys due or payable to me therefor; to pay and turn over to my said husband the proceeds of any sale, lease, mortgage or other disposition which my said attorney shall make of said lands, and all other moneys which may come into the possession of my said attorney for me, and to take the receipt of my said husband therefor; to execute any and all instruments which my said husband may request; the price, amount and terms to be received for any of said lands shall be determined by my said husband and his signature to the instrument conveying, or disposing of, the same shall be a sufficient evidence of his determination of the same, 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.

L I E N S

No. 11.

No Mortgages.

No. 12.

No Leases or Mechanic's Liens.

No. 13.

Taxes due December, 1959 ( Lot No. 1762 - \$12.45 - Not Paid.  
( Lot No. 1763 - \$78.60 - Not Paid.

No. 14.

No Special Assessments listed on the Tax Duplicate.

No. 15.

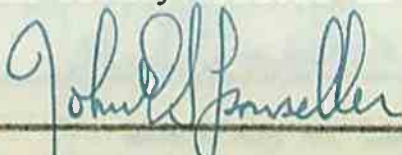
No Federal Tax, Delinquent Personal Tax, Recognizance Bond or Unemployment Compensation Liens.

No. 16.

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

\* \* \* \* \*

I hereby certify that the foregoing CONTINUATION, consisting of Sections Nos. 9 to 16 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 filed for record since and including the 14th day of December, 1956, which would affect the title to the premises described herein, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.



Attorney At Law

Canton, Ohio

January 15, 1960

at 9:00 o'clock A.M.

SHORT FORM CONTINUATION

No. 17.

No Deeds of Conveyance.

L I E N S

No. 18.

Donald W. Geitgey and  
Donna Jean Geitgey,  
husband and wife,  
By Donald W. Geitgey,  
her Attorney-in-Fact,

Mortgage - \$36,000.00  
Dated - January 18, 1960  
Rec'd - January 18, 1960  
Volume 2698, Page 80.  
NOT CANCELLED.

to

The Citizens Savings Association.

Covers: Situated in the Village of North Canton, County of Stark, in the State of Ohio, and described as follows: Known as and being Lot No. 1762 in the Village of North Canton, Stark County, Ohio.

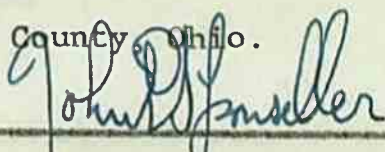
Subject to an easement to The Ohio Power Company, recorded in Volume 1195, Page 496 of the Stark County, Ohio Recorder's Records.

\* \* \* \* \*

I hereby certify that the foregoing instrument is the only instrument filed for record since and including the 15th day of January, 1960, which would affect the title to the premises described herein, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio

January 18, 1960

  
\_\_\_\_\_  
Attorney At Law

*Cancelled on  
the record  
Jan 16, 1961  
John J. Smoller*

*Plain Township Historical Society*

CONTINUATION

of the foregoing Abstract of Title to Lot 1762 in the City of North Canton, Ohio.

ITEM 1.

There are no deeds.

ITEM 2.

Donald W. Geitgey  
Donna Jean Geitgey,  
husband and wife  
By Donald W. Geitgey,  
her attorney in fact

Mortgage - \$36,000.00  
Dated - January 29, 1960  
Rec. for Rec. February 1, 1960  
Volume 2724, Page 190

to

Citizens Savings Association

Covers premises abstracted. Contains notation, "Rerecorded to show correct monthly payment."

ITEM 3.

There are no old age pension liens.

ITEM 4.

There are no leases or mechanic's liens.

ITEM 5.

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

ITEM 6.

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

ITEM 7.

There are no proceedings in the Probate Court for guardianship, lunacy, feeble-mindedness or epilepsy.

ITEM 8.

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

ITEM 9.

TAXES: June, 1966 payment of \$336.32, paid.

*Cancelled on the  
records Jan 16, 1967  
H. Embury,  
att'y*

Plain Township Historical Society




I have made no search for special assessments, except as above noted, 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 10 Items 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 January 18, 1960, to the date hereof.

  
Fred H. Zollinger, Attorney at Law

Canton, Ohio  
December 29, 1966  
9:00 A. M.

Jan 16, 1967  


Plain Township Historical Society

CONTINUATION

No. 11.

Donald W. Geitgey and  
Donna Jean Geitgey,  
husband and wife

Warranty Deed \$1.00  
Dated January 16, 1967  
Rec. for rec. January 16, 1967  
Volume 3198, Page 49

to

John F. Borello and  
Mary M. Borello

Conveys Lot Number 1762 in the City of North Canton, Stark  
County, Ohio.

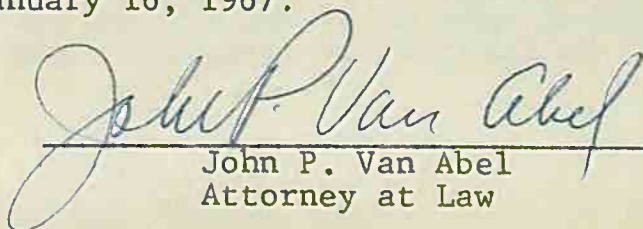
Subject to an easement to The Ohio Power Company dated Novem-  
ber 17, 1938 and recorded in Volume 1195, Page 496 of the Stark  
County Deed Records.

Reserving the use of the following described strip of ground  
off the south side of Lot No. 1762, and granting to said Grantees,  
their heirs and assigns the use of the following described strip of  
ground off the north side of Lot No. 1763, to be used for a private  
driveway:

Beginning for the same at the southwest corner of Lot No. 1762;  
said corner is also the northwest corner of Lot No. 1763 in the City  
of North Canton; thence south 12 degrees 33 minutes east and along  
the west line of Lot No. 1763 and the east right of way line of  
North Main St. a distance of 1.80 feet to the true place of begin-  
ning for the easement herein described; thence continuing south 12  
degrees 33 minutes east and still along the aforesaid lines a dis-  
tance of 10.27 feet to a spike on said lines; thence south 89  
degrees 24 minutes east a distance of 168 feet to the northeast  
corner of Lot No. 1763 and also the southeast corner of Lot No. 1762;  
thence north 4 degrees 40 minutes east and along the east line of  
Lot No. 1762 a distance of 10.03 feet to a point on said line;  
thence north 89 degrees 24 minutes west a distance of 171.05 feet  
to the true place of beginning.

- - - - 0 - - - -

I hereby certify that the foregoing deed is the only instru-  
ment left for record as shown by the indices of the several county  
offices of Stark County, Ohio, affecting the premises hereby ab-  
stracted since and including January 16, 1967.

  
John P. Van Abel  
Attorney at Law

Canton, Ohio  
January 20, 1967

LAW OFFICES OF AMERMAN, BURT, SHADRACH, MCHENRY & JONES, CANTON, OHIO

Plain Township Historical Society

A D D E N D A

ADDENDA to Abstract of Title to Lot No. 1762 in the City of North Canton, Stark County, Ohio, showing all changes in title since and including January 20, 1967.

No. 1

No deeds have been filed for record since said date.

No. 2

No mortgages have been filed for record since said date.

No. 3

No leases, mechanics liens, pending suits, contracts, foreign executions, judgment liens, personal tax delinquency liens, federal tax liens, security transaction agreements or financing statements, recognizance bonds or unemployment compensation liens, lunacy, epilepsy or feeblemindedness actions, affecting the title to said premises have been filed for record since said date.

No search has been made for street, sewer or other special assessments or of the records of the Federal Court.

No. 4

TAXES: Permanent Parcel No. 56-00442  
\$435.27 per half December, 1971 PAID

I hereby certify that the foregoing Addenda consisting of Sections Nos. 1 through 4 was compiled by me from the official records of Stark County, Ohio, and I believe the same to be correct and shows every instrument of record affecting the title to said premises since and including January 20, 1967, as shown by the General Indices in the several county offices in and for Stark County, Ohio.

*William W. Emley*  
WILLIAM W. EMLEY  
Attorney at Law

Canton, Ohio  
March 27, 1972  
2:00 P.M.

LAW OFFICES OF AMERMAN, BURT & JONES, CANTON, OHIO

Plain Township Historical Society

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

CONTINUATION to ABSTRACT OF TITLE to Lot Number One Thousand Seven Hundred Sixty-two (1,762) in the City of North Canton, Stark County, Ohio, as said lot is numbered upon the present schedule of the lots in the said City of North Canton, Ohio, said CONTINUATION showing changes in TITLE thereto since and including March 27, 1972.

No. 5.

John F. Borello and  
Mary M. Borello,  
husband and wife,

Warranty Deed - Statutory Form.  
Dated & Ack'd. - March 31, 1972.  
Rec'd. for Record - March 31, 1972.  
Volume 3591, page 153.

to

William L. Herron and  
Anne E. Herron

Conveys Lot No. 1762 in the City of North Canton, Stark County, Ohio, reserving and granting the use of certain premises therein described, being the same description as contained in Section No. 11 of the foregoing Continuation to Abstract of Title dated January 20, 1967.

L I E N S

No. 6.

William L. Herron and  
Anne E. Herron,  
husband and wife,

Mortgage Deed - \$55,500.00.  
Open end, limited to \$55,500.00.  
Dated & Ack'd. - March 31, 1972.  
Rec'd. for Record - March 31, 1972.  
Volume 3613, page 300.  
NOT CANCELLED.

to

The Home Savings and Loan  
Company

Covers Lot No. 1762 in the City of North Canton, Stark County, Ohio, subject to an easement in favor of the Ohio Power Company, recorded in Volume 1195, page 496 of the Stark County Deed Records, to which easement reference is made, and further subject to and together with easements for driveway purposes and the same are set forth in a Warranty Deed dated January 16, 1967, recorded in Volume 3198, page 49 of the Stark County Deed Records, given by Donald W. Geitgey and Donna Jean Geitgey to John F. Borello and Mary M. Borello, to which warranty deed reference is made.

The above mortgage deed was given to secure a promissory note of even date in the principal sum of \$55,500.00 bearing interest as provided therein, payable monthly in advance, maturing April 1, 1992. Said principal and interest are made payable in installments of not less than \$447.11 per month in advance, on or before the 1st day of each calendar month until said principal and interest have been fully paid.

No. 7.

No Financing Statements have been filed for record affecting said premises or fixtures thereto, since and including March 27, 1972.

No. 8.

No Leases nor Mechanics Liens.

No. 9.

No Personal Property Tax Liens, Federal Tax Liens, Recognizance Bonds Liens, nor Unemployment Compensation Liens.

No. 10.

No Pending Suits, Judgments, nor Foreign Executions which are living liens on said premises.

No. 11.

PERMANENT PARCEL NO. 56-00442.

Taxes due and payable December, 1971, are paid. Amount paid, \$435.27.

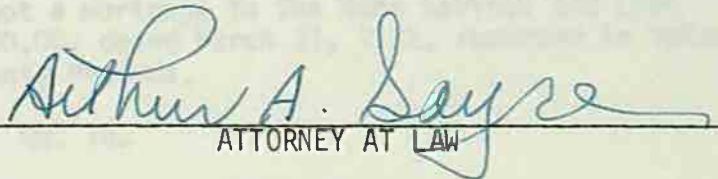
No assessments listed upon the Tax Duplicate.

No. 12.

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

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I hereby certify that the foregoing CONTINUATION, consisting of Sections Numbers Five (5) to Twelve (12) 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 Lot Number One Thousand Seven Hundred Sixty-two (1762) in the City of North Canton, Stark County, Ohio, since and including March 27, 1972, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

  
ATTORNEY AT LAW

Dated at Canton, Ohio,

April 1, 1972, at

8 o'clock A. M.

Plain Township Historical Society

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

CONTINUATION to ABSTRACT OF TITLE to Lot Number One Thousand Seven Hundred Sixty-two (1762) in the City of North Canton, Stark County, Ohio, as said lot is numbered upon the present schedule of the lots in the said City of Canton, Ohio, said CONTINUATION showing changes in TITLE thereto since and including April 1, 1972.

No. 13.

No Deeds to Lot No. 1762 in the City of North Canton, Stark County, Ohio, from William L. Herron or Anne E. Herron, have been filed for record since and including April 1, 1972.

L I E N S

No. 14.

William L. Herron and  
Anne E. Herron,  
husband and wife,

to

The Home Savings and Loan  
Company

Mortgage Deed - \$14,000.00.  
Dated & Ack'd. - October 7, 1977.  
Rec'd. for Record - October 7, 1977.  
Volume 4041, page 968.  
NOT CANCELLED.

Covers Lot No. 1762 in the City of North Canton, Stark County, Ohio, subject to an easement in favor of the Ohio Power Company, recorded in Volume 1195, page 496 of the Stark County Deed Records, and subject to and together with easements for driveway purposes as the same are set forth in a Warranty Deed dated January 16, 1967, recorded in Volume 3198, page 49 of the Stark County Deed Records, given by Donald W. Geitgey and Donna Jean Geitgey to John F. Borello and Mary M. Borello, to which easement and warranty deed reference is made.

The above mortgage deed was given to secure a promissory note of even date in the principal sum of \$14,000.00. The above mortgage deed is made free from all incumbrances except a mortgage to The Home Savings and Loan Company in the amount of \$55,500.00, dated March 31, 1972, recorded in Volume 3613, page 300 of the Stark County Records.

No. 15.

No Financing Statements have been filed for record affecting said premises or fixtures thereto, since and including April 1, 1972.

No. 16.

No Leases nor Mechanics Liens.

No. 17.

No Personal Property Tax Liens, Federal Tax Liens, Recognizance Bonds Liens, nor Unemployment Compensation Liens.

No. 18.

No Pending Suits, Judgments, nor Foreign Executions which are living liens on said premises.

No. 19.

PERMANENT PARCEL NO. 56-00442.

Taxes due and payable June, 1977, are paid. Amount paid, \$461.90 including reductions.

No assessments listed upon the Tax Duplicate.

No. 20.

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

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I hereby certify that the foregoing CONTINUATION, consisting of Sections Numbers Thirteen (13) to Twenty (20) 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 Lot Number One Thousand Seven Hundred Sixty-two (1762) in the City of North Canton, Stark County, Ohio, since and including April 1, 1972, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

  
ARTHUR A. SAYRE, ATTORNEY AT LAW

Dated at Canton, Ohio,  
October 8, 1977, at  
8 o'clock A. M.