

ABSTRACT OF TITLE to Lot Number 44 in
NORWOOD HILLS ALLOTMENT NO. 1, Plain Township, Stark County, Ohio,
as said lot is numbered and designated upon the plat of said
allotment recorded in Plat Book 47, page 14, Stark County Plat
Records.

Lot Number 44 fronts 92.36 feet on the West side of
Rocky Rill Avenue N.E. and extends Westerly along the North side
of Treetop Circle N.E. a distance of 86.35 feet, and extends 140
feet along the North side of said lot, 133.85 feet along the West
side of said lot and has a width of 25 feet at the rear thereof.

The plat of said allotment shows a 5 foot utility
easement along the entire rear of said lot.

NO. 2

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

No. 3

James Madison, President of the
United States of America

Patent
Dated June 1, 1810
R/R November 18, 1929
Volume 1030, Page 500

TO

Adam Schaeffer

Grants the Northwest Quarter of Lot or Section 23, Township 11,
in Range 8 of the lands directed to be sold at Steubenville by the Act of
Congress.

No. 4

Adam Shaffer

Warranty Deed \$483.00
Dated April 15, 1811
R/R April 15, 1811
Volume B, Page 33

TO

Conrad Spoilman

Conveys the "Northwest of Lot or Section No. 23, Township
No. 11, in Range No. 8 of the lands directed to be sold at Steubenville by the
Act of Congress and being land which was granted unto the said Adam Schaffer
on the 1st day of June, 1810, by the President of the United States."

NOTE: Marital status of grantor not given.

No. 5

Conrad Speelman

Warranty Deed \$480.00
Dated November 22, 1817
R/R April 28, 1818
Volume C, Page 546

TO

Valentine Speelman

Conveys the Northwest Quarter of Section No. 23, Township
No. 11, Range No. 8, being the same Quarter Section which "James Madison,
President of the United States by his letters Patent bearing date of June 1, 1810,
did convey to Adam Shaeffer of Columbiana County and said Adam by his deed
bearing date of April 15, 1811, did convey the same to Conrad Speelman as
recorded in Book B, Page 33."

Dorothy Speelman, wife of Conrad Speelman, releases dower
only, and both sign by mark.

Plain Township Historical Society

On February 27, 1834, Valentine Speelman and wife conveyed to John Shaneboyer and John Henney, Trustees for the time being of The German Lutheran and German Presbyterian Church, commonly called Henry's Church, a part of the Northwest Quarter of Section No. 23, Township No. 11 (Plain), Range No. 8, beginning at the northeast corner of said Quarter Section; thence south 1 chain 71 links to a stone; thence west 3 chains 21 links to a red oak sapling; thence north 1 chain 71 links to the northern boundary of said Quarter Section; thence east 3 chains 21 links to the place of beginning, containing 54/100 of an acre.

Deed Volume L, Page 238, Stark County Recorder's Office.

VALENTINE SPEILMAN'S ESTATE

IN THE PROBATE COURT

Administration Docket E, Page 59

September 2, 1865

John H. Hoover, Administrator
Bond filed.

Letters issued.

November 14, 1865

Inventory and sale list filed.

December 3, 1866

Partial account filed.

November 8, 1875

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

We find no application on file setting forth the heirs at law of Valentine Speelman.

John Speelman

IN THE COURT OF COMMON PLEAS

Appearance Docket K-2, Page 220

Rec. Vol. 50, Page 432

-VS-

George Speelman
Conrad Speelman
Dolly Hoover
Jeremiah Wise
Julia Ann Wise
Henry Wise
John Reichart

PARTITION

No. 9 Cont'd.

August 30, 1865	Petition filed.
September 23, 1865	Waiver of notice by John Reichart and appearance entered.
October 11, 1865	Answer of John Reichart filed.
	Notice and affidavit filed.
October 23, 1865	Order of partition issued.
October 28, 1865	Order of partition returned. Property appraised. Proceedings confirmed and deed ordered.
October 23, 1865	Valentine Speelman's Administrator made defendant with leave to answer.
	Guardian ad litem appointed.
November 10, 1865	Order of sale issued.
	Supplemental petition filed.
December 4, 1865	Summons issued against John H. Hoover, Admr. of Valentine Speelman, deceased.
December 8, 1865	Answer of John Hoover to supplemental petition filed.
December 12, 1866	Sale confirmed.

No. 10

Petitioner represents that Valentine Speelman died intestate on August 20, 1865, seized of an estate in fee simple in the following described real estate: Being the Northwest Quarter of Section No. 23, Township No. 11, Range No. 8, and 2 acres in the Northeast Quarter of Section No. 25, Township No. 11, Range No. 8.

The said premises described descended to the following persons, only heirs and legal representatives of said Valentine Speelman:

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

Said parties have the following interests in said premises:

1. Your petitioner, an undivided 1/5.
2. George Speelman, an undivided 1/5.
3. Conrad Speelman, an undivided 1/5.
4. Dolly Hoover, an undivided 1/5.
5. Jeremiah, Julia Ann and Henry Wise, an undivided 1/5.

John Reichart now has possession of said premises without any legal or equitable interest.

Petition prays that said parties be made defendants, that partition be made if the same can be done without manifest injury, otherwise the said premises be sold.

John Reichart, answering, sets up a leasehold interest for five years.

LEGAL NOTICE: George Speelman, Conrad Speelman, Dolly Hoover, intermarried with John Hoover, Jeremiah, Julia Ann and Henry Wise, children of Margaretta Wise, intermarried with Eli T. Wise, will take notice that a petition was filed against them on August 30, 1865, in the Court of Common Pleas by John Speelman demanding partition of the Northwest Quarter of Section No. 23, Township No. 11, Range No. 8, and the other premises indicated above, and that at the next term of Court the said John Speelman will apply for an order of Partition.

The above notice was published for six consecutive weeks in the Stark County Democrat.

Partition was ordered and a writ issued directing that by the oaths of Benjamin Smith, Henry Griss and George Hossler partition be made in the following proportions:

John Speelman	1/5
George Speelman	1/5
Conrad Speelman	1/5
Dolly Hoover	1/5
Jeremiah Wise	1/15
Julia Ann Wise	1/15
Henry Wise	1/15.

John Hoover, Administrator of Valentine Speelman, made party defendant, and George E. Baldwin made Guardian ad litem of minor defendants.

Answer of Guardian ad litem of Jeremiah, Julia Ann and Henry Wise filed.

DECREE: It appearing that said report and proceedings are in all respects regular and correct, the same are hereby approved; and neither of the parties hereto electing to take said premises at the valuation thereof (\$13,000.00), it is ordered that said premises be sold at public auction by the Sheriff of Stark County.

An order of sale issued, and the return showed that notice of sale was published in the Stark County Republican for 30 days previous to sale, and the premises were sold to Jacob Kettering for the sum of \$12,200.00, the same being confirmed and a deed ordered.

No. 11

Peter Chance, Sheriff
of Stark County, Ohio

Sheriff's Deed \$12,200.00
Dated April 7, 1866
R/R May 12, 1866
Volume 89, Page 221

TO

Jacob Kettering

Conveys the Northwest Quarter of Section No. 23, Township No. 11, Range No. 8, Stark County, Ohio.

Recites proceedings in partition as shown as Sections 9 and 10 above.

No. 12

Jacob Kettering

Warranty Deed \$13,000.00
Dated April 1, 1869
R/R April 1, 1869
Volume 104, Page 121

TO

Hiram H. Housel

Conveys the Northwest Quarter of Section No. 23, Township No. 11, Range No. 8, containing 160 acres of land, more or less, except about half an acre sold out of the same to The Lutheran Church.

Ann Kettering, wife of Jacob Kettering, releases dower only.

No. 13

Hiram H. Housel

Warranty Deed \$14,500.00
Dated April 1, 1870
R/R April 1, 1870
Volume 110, Page 431

TO

Jacob Grossenbacher

Plain Township Historical Society

Conveys premises described at Section No. 12 above, subject to the payment of a mortgage of \$7,500.00 to one Jacob Kettering.

Almyra M. Housel, wife of Hiram H. Housel, releases dower only.

No. 14

Jacob Grossenbaugher
Catherine Grossenbaugher,
his wife

Warranty Deed \$22,330.00
Dated March 25, 1881
R/R May 28, 1881
Volume 176, Page 74

TO

Christian Graber, Sr.

Conveys premises described at Section No. 12 above, free and unincumbered.

No. 15

CHRISTIAN GRABER'S ESTATE

IN THE PROBATE COURT
Administration Docket I, Page 101

February 25, 1896

Application filed. Peter C. Graber, Administrator.
Bond filed and approved.
Letters issued.
No further record.

NOTE: Penciled notation on the record of Docket Entries recites: "The above appointment was made for the purpose of release of mortgage."

No. 16

The application for letters of administration recites that Christian Graber died intestate on the 8th day of November, 1895, leaving Fannie Graber, his widow, and the following persons his only heirs at law:

- | | |
|------------------|---------------|
| Peter C. Graber | Son |
| Christian Graber | Son |
| John C. Graber | Son |
| Mary C. Graber | Daughter |
| Anna Graber | Granddaughter |
| Christian Graber | Grandson |

Plain Township Historical Society

John C. Graber
Catherine Graber,
his wife;
Christian M. Graber,
unmarried;
Anna M. Graber,
unmarried

Warranty Deed \$18,500.00
Dated March 28, 1902
R/R March 29, 1902
Volume 399, Page 448

TO

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

Conveys same premises described at Section No. 12 above.

Christian D. Graber,
unmarried

Warranty Deed \$7,000.00
Dated March 24, 1906
R/R April 2, 1906
Volume 451, Page 138

TO

Mary C. Graber
Peter C. Graber

Conveys the undivided one-third interest in and to the premises described at Section No. 12, above.

Mary C. Graber,
unmarried

Warranty Deed \$450.00
Dated March 24, 1906
R/R April 2, 1906
Volume 451, Page 147

TO

Peter C. Graber

Conveys the following described premises, situated in the Township of Plain, County of Stark and State of Ohio, and known as and being the undivided one-half interest in and to the following ten (10) acres:

Being a part of the Northwest Quarter of Section No. 23, Township No. 11, and Range No. 8, and is described as follows: Beginning at a stone at the southeast corner of said Quarter; thence north 5 deg. and 30 min. east, with the east line of said Quarter, 825 feet to a stone; thence north 85

Plain Township Historical Society

No. 19 Cont'd.

deg. west, and parallel with the south line of said Quarter, 528 feet to a stone; thence south 5 deg. 30 min. west, and parallel with the east line of said Quarter, 825 feet to a stone on the south line of said Quarter; thence South 85 deg. east 528 feet to the place of beginning and containing 10 acres of land.

ABSTRACTOR'S NOTE: The above described 10 acre conveyance is shown herein and is a split out of the 159 1/2 acre tract herein abstracted; however, it is again joined in the chain of title.

No. 20

Peter C. Graber
Cassie Graber,
his wife

Warranty Deed \$9,800.00
Dated March 24, 1906
R/R April 2, 1906
Volume 451, Page 153

TO

Anna M. Becher
Amos Becher

Conveys the undivided 1/2 of the Northwest Quarter of Sec. #23, Twp. #11, R. #8, except a tract of about 1/2 acre more or less, sold out of said quarter to The Lutheran Church, containing 160 acres, more or less, except the following, beginning at a stone at the southeast corner of said quarter; thence north 5 deg. 30' east with the east line of said quarter 825 feet to a stone; thence north 85 deg. west and parallel with the south line of said quarter 528 feet to a stone; thence south 5 deg. 30' west and parallel with the east line of said quarter 825 feet to a stone on the south line of said quarter; thence south 85 deg. east 528 feet to the place of beginning, containing 10 acres of land, leaving the balance hereby conveyed, about 149 1/2 acres.

No. 21

ESTATE OF MARY C. GRABER

IN THE PROBATE COURT
Administration Docket P, Page 124

January 9, 1919

Application for letters filed.
Peter C. Graber, Administrator
Bond filed and approved.
Letters issued.

January 23, 1919

Inventory and Appraisement filed.

February 1, 1919

Statement to County Auditor issued.

February 21, 1919

Proof of publication filed.

April 12, 1919

First, final, and distributive account filed.

Application for letters of administration recites that Mary C. Graber died December 30, 1918, leaving no widower and the following persons her only next of kin:

Peter C. Graber	Brother
John C. Graber	Brother
Christian D. Graber	Brother
Christian M. Graber	Nephew
Anna M. Becher	Niece

Mary C. Graber,
deceased

TO

Affidavit for Transfer
Dated February 14, 1919
R/R February 18, 1919
Volume 666, Page 198

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

Recites that Mary C. Graber died intestate December 30, 1918, leaving the above named persons all her heirs at law and next of kin with their age, relationship, and portion inherited.

That Peter C. Graber was on January 9, 1919, appointed Admr. and has not yet filed his final account, but has sufficient funds to pay all debts and charges against said estate. That said Mary C. Graber at the time of her decease was seized of an undivided 1/2 interest in and to the Northwest Quarter of Sec. #23, Twp. #11, R. #8, excepting a tract of about 1/2 acre more or less sold out of said quarter section to The Lutheran Church, and excepting part of said quarter section described as follows: Beginning at a stone at the southeast corner of said quarter; thence north 5 deg. 30' east with the east line of said quarter 835 feet to a stone; thence north 85 deg. west and parallel with the south line of said quarter 528 feet to a stone; thence south 5 deg. 30' west and parallel with the east line of said quarter 825 feet to a stone on the south line of said quarter; thence south 85 deg. east 528 feet to the place of beginning containing 10 acres, leaving for the tract conveyed 149 1/2 acres.

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

Quit-Claim Deed \$9,275.00
Dated February __, 1919
R/R February 18, 1919
Volume 666, Page 200

TO

Amos Becher
Anna M. Becher

Conveys the premises as described at Section 23 above.

No. 25

Amos Becker
Anna M. Becher

Right of Way
Dated February 16, 1938
Ack'd. March 24, 1938
R/R April 16, 1938
Volume 1198, Page 329

TO

The East Ohio Gas Co.

Grants to The East Ohio Gas Company, its successors or assigns, the right of way, to lay, maintain, operate and relocate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products derived therefrom, and/or similar thereto, if the same shall be found necessary on, over, and through their lands, situate in Plain Township, Stark County, State of Ohio, and bounded and described as follows:

- On the North by lands of Public Highway, Lutheran Church
- On the East by lands of Public Highway, Peter Graber
- On the South by lands of Peter Graber, D.D. Fraber, F.L. Boli, M.C. Greer
- On the West by lands of Wheeling & Lake Erie Railroad ,

with ingress and egress to and from the same.

NOTE: First party signs "Amos Becher" and is so acknowledged.

Amos Becher
Anna M. Becher,
wife

Easement
Dated November 18, 1938
R/R January 16, 1939
Volume 1236, Page 290

TO

The Ohio Power Company

Grants a right of way and easement to construct, erect, operate and maintain line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out or widened, abutting the following described lands situated in Plain Township, in the County of Stark in the State of Ohio, and part of Section No. 22-23, Township No. 11 N and Range No. 8 W and bounded:

- On the North by lands of Hoover, Essig, S.A. Peretsky
- On the South by lands of C. D. Graber, Willow Brook Heights Allt.
- On the East by lands of Catherine Beard, Dikes, Peter Graber
- On the West by lands of Harvey Loehr

No. 27

By Warranty Deed dated April 19, 1939, received for record July 21, 1939, recorded in Volume 1228, Page 487, Amos Becher and his wife, Anna Becher, conveyed to Paul H. Becher, part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, described as follows:

Beginning at a stone at the northeast corner of said quarter section; thence north 86 deg. and 10' west along the north line of said section a distance of 1149.7 feet to the true place of beginning of the tract hereby conveyed; thence continuing north 86 deg. and 10' west along the section line a distance of 122 feet; thence south 3 deg. and 50' west a distance of 400 feet to an iron pin; thence south 86 deg. and 10' east a distance of 122 feet to an iron pin; thence north 3 deg. 50' east a distance of 400 feet to the true place of beginning and containing 1.12 acres of land.

No. 28

By Warranty Deed dated January 21, 1958, received for record January 23, 1958, recorded in Volume 2533, Page 300, Paul H. Becher conveyed an undivided 1/2 interest in the above 1.12 acre tract to his wife, Emma K. Becher.

Plain Township Historical Society

By Warranty Deed dated April 19, 1939, received for record July 21, 1939 and recorded in Volume 1228, Page 499, Amos Becher and Anna Becher, his wife, conveyed to Walter H. Becher part of the Northwest Quarter of Section 23, Township 11 (Plain), and Range 8, Stark County, Ohio, described as follows:

Beginning at a stone at the Northeast corner of said quarter section; thence North 86 deg. and 10' West along the North line of said quarter section a distance of 1271.7 feet; thence South 3 deg. and 50' West a distance of 400 feet to an iron pin at the true place of beginning of the tract hereby conveyed; thence continuing South 3 deg. and 50' West a distance of 427 feet to an iron pin; thence South 86 deg. and 10' east a distance of 102 feet to an iron pin; thence North 3 deg. 50' East a distance of 427 feet to an iron pin; thence North 86 deg. and 50' West a distance of 102 feet to the true place of beginning and containing 1.00 acre of land, conveyed to Walter Becher by deed recorded in Volume 1228, Page 499, Stark County, Ohio, deed records, subject to the use of a 40 foot private roadway along the south side of the above described premises and extending eastwardly and parallel to the north line of said section to the Canton-Middlebranch Road.

No. 30

By Warranty Deed dated October 25, 1961, received for record October 25, 1961, recorded in Volume 2827, Page 166, Walter H. Becher conveyed an undivided 1/2 interest in above 1.00 acre tract to his wife, Edith G. Becher.

No. 31

Amos Becher
Anna M. Becher,
Husband and Wife

Right of Way
Signed November 22, 1940
R/R January 25, 1941
Volume 1309, Page 164

TO

The East Ohio Gas Company

Grants Right of Way over premises abstracted, and other premises

Grants to The East Ohio Gas Company the right to maintain, operate, re-locate and remove pipelines together with right to lay additional lines of pipe alongside of first line and change sizes of pipes.

LAST WILL AND TESTAMENT OF ANNA
BECHER

Will Record 83, Page 223

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

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

Item 2. I specifically give and devise to my husband, Amos Becher, for life, my undivided one-half interest in and to the following described real estate:

"Situated in the Township of Plain, County of Stark, and State of Ohio: Known as and being a part of the northwest quarter of Section #23, Township #11 (Plain), and Range #8, Stark County, Ohio, and is described as follows: Beginning at a stone at the Northeast corner of said quarter section; thence North 86 degrees and 10 minutes West along the North line of said section a distance of 1149.7 feet; thence South 3 degrees and 50 minutes West a distance of 400 feet to the true place of beginning of the tract hereby conveyed; thence North 86 degrees and 50 minutes West a distance of 427 feet to an iron pin; thence South 86 degrees and 50 minutes East a distance of 115 feet to an iron pin; thence North 3 degrees and 50 minutes East a distance of 427 feet to an iron pin; thence North 86 degrees and 50 minutes West a distance of 95 feet to the true place of beginning and containing 1.12 acres of land.

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

and upon the death of my said husband, the remainder therein in fee to my daughter, Catherine B. Schmucker.

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

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

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

/s/Anna Becher

The foregoing instrument was signed by the said Anna Becher in our presence any by her published and declared as and for her Last Will and Testament, and at her request and in her presence, and in the presence of each other, we hereunto subscribe our names as attesting witnesses at Canton, Ohio, this 6th day of July, A. D. 1939.

/s/ Eva E. Schuster, residing at 930 Park Ave., S.W., Canton, Ohio.
 /s/ Charles Weintraub, residing at 305 Citizens Bldg., Canton, Ohio.

No. 33

ESTATE OF ANNA BECHER

IN THE PROBATE COURT
 Administration Docket 34, Page 231
 Case No. 84973
 Stark County, Ohio

August 9, 1941 Application to probate Will filed. Hearing set on appearance of witnesses in open court.

August 11, 1941 Hearing had, Will admitted to probate and record. Application for Letters filed. Amos Becher of R.D. #3, Canton, Ohio, Executrix. Bond of \$3,000.00 with C.M. Graber and Amanda Graber as sureties filed and approved. Letters issued.

August 23, 1941 Inventory and appraisement and Waiver filed.

August 27, 1941 Hearing had. Inventory and Appraisement approved.

September 5, 1941 Proof of Publication filed.

February 18, 1942 Application for Certificate of Transfer of Real Estate filed. Hearing had. Certificate ordered issued. Certificate issued.

Petition for distribution in kind filed. Assent filed. Hearing had. Distribution ordered. Order issued. Report of distribution filed. Hearing had. Distribution approved.

Application for Certificate of Transfer of Real Estate filed. Hearing had. Certificate ordered issued. Certificate issued.

Schedule of Debts filed.

First and Final Account filed.

Petition to Determine inheritance tax filed.

February 25, 1942 Hearing had, estate found subject to tax:

Gross	\$ 10,845.38
Personal	845.38
Real	10,000.00
Debts	3,123.50
Net	7,721.88
Tax	42.22

Waivers and notices ordered.

February 28, 1942	Waiver of Department of Taxation filed.
March 5, 1942	Waiver of Next of Kin filed.
March 9, 1942	Acknowledgement of receipt for \$40.54 inheritance tax from Auditor of State filed.
March 3, 1942	Citation to surviving spouse to make election under will issued.
April 4, 1942	Final Account approved.
September 29, 1945	Application for Transfer of Real Estate filed. Hearing had. Real Estate ordered transferred.
February 10, 1955	Application for Certificate of Transfer of Real Estate filed. Hearing had. Real estate ordered transferred. Certificate issued.
	Amended Petition to Determine Inheritance Tax filed.
March 3, 1955	Hearing had. Estate found as follows:
	Gross \$ 2,000.00
	Real 2,000.00
	Net 2,000.00
	Tax 20.00
	Waiver and Notice ordered and interest reduced to 5%.
March 10, 1955	Waiver of Department of Taxation filed.
March 23, 1955	Acknowledged receipt of \$32.69 Inheritance tax from Auditor of State filed.
	All costs paid.

No. 34

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

Walter H. Becher	Son
Paul H. Becher	Son
Catherine B. Schmucker	Daughter

No. 35

By Certificate for Transfer of Real Estate of the Estate of Anna Becher, received for record February 25, 1942 and recorded in Volume 1361, Page 455, the following described parcel of real estate was shown inherited by Amos Becher, widower, for life, with Catherine B. Schmucker, daughter, remainder in fee.

"Situated in the Township of Plain, County of Stark, and State of Ohio: Known as and being a part of the northwest quarter of Section #23, Township #11 (Plain), and Range #8, Stark County, Ohio, and is described as follows:

Beginning at a stone at the Northeast corner of said quarter section; thence North 85 degrees and 10 minutes West along the North line of said section a distance of 1149.7 feet; thence South 3 degrees and 50 minutes West a distance of 400 feet to the true place of beginning of the tract hereby conveyed; thence North 86 degrees and 50 minutes West a distance of 20 feet to an iron pin; thence South 3 degrees and 50 minutes West a distance of 427 feet to an iron pin; thence South 86 degrees and 50 minutes East a distance of 115 feet to an iron pin; thence North 3 degrees and 50 minutes East a distance of 427 feet to an iron pin; thence North 86 degrees and 50 minutes West a distance of 95 feet to the true place of beginning and containing 1.12 acres of land.

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

No. 36

Anna Becher,
deceased

TO

Amos Becher

Certificate of Transfer of Real Estate

Signed February 18, 1942

R/R February 25, 1942

Volume 1361, Page 456

Recites proceedings previously described in this Abstract of the Estate of Anna Becher, deceased, and further recites that Anna Becher died seized of the following:

Situated in the Township of Plain, County of Stark and State of Ohio and being an undivided one-half (1/2) interest in and to the Northwest Quarter of Section Number Twenty-three (23), Township Number Eleven (11) and Range Number Eight (8), excepting a tract of about one-half acre more or less sold out of said Quarter Section to the Lutheran Church, and excepting part of said Quarter Section described as follows: Beginning at a stone at the southeast corner of said quarter; thence north 5 degrees and 30 minutes east with the east line of said quarter Eight Hundred Twenty-five (825) feet to a stone; thence north 85 degrees West and parallel with the south line of said quarter Five Hundred and Twenty-eight (528) feet to a stone; thence south 5 degrees 30 minutes west and parallel with the east line of said quarter Eight Hundred and Twenty-five (825) feet to a stone on the south line of said quarter; thence south 85 degrees east Five Hundred and Twenty-eight (528) feet to the place of beginning and containing Ten (10) acres of land leaving for the tract conveyed 149 and 1/2 acres of land.

ARGAZOS & HILLIBISH
ATTORNEYS AT LAW

552 CITIZENS

SAVINGS BLDG.

CANTON, OHIO

44702

(216) 453-0185

Also a part of the northeast quarter of Section 22, Township 11, Range 8, described as follows: Beginning at an iron stake on the Northeast corner of said Section; thence south 5 deg. 45' west and with section line, 2660 feet to a stone on the southeast corner of said quarter section; thence north 84 deg. 21' west and with the quarter section line 960.07 feet to an iron stake on the east line of The Wheeling Lake Erie right of way; thence North 9 deg. 34' east and with the east line of said Right of Way, 330.04 feet; thence North 7 deg. 27' east and with the east line of said Right of Way, 2179.85 feet; thence North 8 deg. 01' east and with the east line of said Right of Way 152.72 feet to an iron stake on the north line of said section; thence south 84 deg. 19' east and with section line, 867.58 feet to the place of beginning, containing 55.52 acres of land, according to survey thereof made April 28 and 29, 1925 by Henry Royer.

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

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

2. And also excepting therefrom a part of the Northwest Quarter of Section #23, Township #11 (Plain) and Range #8, Stark County, Ohio, and is described as follows:

Beginning at a stone at the northeast corner of said Quarter Section; thence North 86 deg. and 10' West along the North line of said Quarter Section a distance of 1271.7 feet; thence South 3 deg and 50' West a distance of 400 feet to an iron pin at the true place of beginning of the tract hereby conveyed; thence continuing south 3 deg. and 50' West a distance of 427 feet to an iron pin; thence South 86 deg. and 10' East a distance of 102 feet to an iron pin; thence North 3 deg. and 50' East a distance of 427 feet to an iron pin; thence North 86 deg. and 50' West a distance of 102 feet to the true place of beginning and containing 1.00 acre of land, conveyed to Walter Becher by deed recorded in Volume 1228, Page 499, Stark County, Ohio, deed records, subject to the use of a 40 foot private roadway along the south side of the above described premises and extending eastwardly and parallel to the north line of said section to the Canton-Middlebranch Road.

ERGAZOS & HILLIBISH

ATTORNEYS AT LAW

852 CITIZENS

SAVINGS BLDG.

CANTON, OHIO

44702

(216) 453-0185

Also excepting therefrom the following:

3. Situated in the Township of Plain, County of Stark, and State of Ohio; known as and being a part of the northwest quarter of Section #23, Township #11 (Plain), and Range #8, Stark County, Ohio, and is described as follows:

Beginning at a stone at the northeast corner of said quarter section; thence North 86 deg. and 10' West along the North quarter section; thence North 86 deg. and 10' West along the North line of said section a distance of 1149.7 feet; thence South 3 deg. and 50' west a distance of 400 feet to the true place of beginning of the tract hereby conveyed; thence North 86 deg. and 50' west a distance of 20 feet to an iron pin; thence South 3 deg. and 50' West a distance of 427 feet to an iron pin; thence South 86 deg. and 50' East a distance of 115 feet to an iron pin; thence North 3 deg. and 50' East a distance of 427 feet to an iron pin; thence North 86 deg. and 50' West a distance of 95 feet to the true place of beginning and containing 1.12 acres of land.

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

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

No. 37

Amos Becher

TO

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

Warranty Deed
S/A November 23, 1945
R/R December 10, 1945
Volume 1537, Page 325

Conveys an undivided three-fourths (3/4ths) interest in and to all premises as described in Section No. 36 of this Abstract.

NOTE: Marital status of grantor not shown. See Section No. 38

No. 38

AFFIDAVIT of Walter H. Becher

AFFIDAVIT
S/A September 27, 1963
R/R September 27, 1963
Volume 2939, Page 503

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

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

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

Further affiant saith naught.

/s/ Walter H. Becher

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

/s/ Carl Shifman
Notary Public

NO. 39

ESTATE OF PETER C. GRABER

IN THE PROBATE COURT,
STARK COUNTY, OHIO

No. 30377
Adm. Doc. 30, page 333

- 1937 - Nov. 29 - Application to probate will filed.
- Hearing set on appearance of witnesses.
- Waiver of notice filed.
- 1937 - Dec. 3 - Hearing had. Will admitted to probate and record.
- 1937 - Dec. 3 - Application for letters filed. C.M. Graber, Canton, Ohio, and Anna M. Becher, Canton, Ohio, Executors.
- Bond of \$70,000.00 with Amos Becher, Cassie Graber, Homer Graber, Amanda Graber, Helen Lesh and Esther G. Krall as sureties filed and approved.
- Letters issued.
- 1938 - Feb. 23 - Proof of publication filed.
- 1938 - July 20 - Election of widow to take under Will filed.
- 1938 - July 20 - Hearing had. Election approved.
- 1938 - July 19 - Application for distribution in kind filed.
- Hearing had. Distribution ordered.
- 1938 - July 20 - Inventory and appraisement filed.
- 1938 - Aug. 1 - Hearing set for Aug. 20, 1938, and notice ordered.
- 1938 - Aug. 10 - Proof of publication approved.
- 1938 - Aug. 20 - Hearing had. Inventory and appraisement allowed and confirmed.

* * * * *

1941 - Oct. 24 - Application for authority to continue as executor filed.

- Hearing had. Authority granted.

4/ 6/38 - Petition to determine inheritance tax filed.

7/20/38 - Hearing had. Estate found as follows: Gross \$76,301.99; personal \$70,801.99; real estate \$5,500.00; debts \$5,399.99 net \$70,902.00.

- Notices and copies ordered.

7/26/38 - Waiver from Tax Commission filed.

9/23/38 - Hearing had. Former Journal Entry ordered corrected.

7/10/42 - Application for reduction of interest on interest tax filed.

- Hearing had. Allowed reduction of interest on Inheritance tax.

7/11/42 - Waiver of next of kin filed.

7/20/42 - Acknowledge receipt for \$3,641.88 Inh. tax from Auditor of State filed.

No further record.

NO. 40

WILL OF PETER C. GRABER

IN THE PROBATE COURT

STARK COUNTY, OHIO

Dated April 23, 1925

Probated Dec. 3, 1937

Will Rec. 75, page 555

"I, Peter C. Graber, of Plain Township, Stark County, Ohio, of sound mind and memory, do make, publish and declare this my last will and testament:

ITEM I I direct the payment by my executors of my funeral expenses and any and all other just charges and debts against me.

ITEM II I give, devise and bequeath to my wife, Cassie Graber, the 10 acre tract of land in Section #23 in Plain Township, Stark County, Ohio, on which we now live, together with the buildings and appurtenances, and all of the chattel property that I may own at the time of my death in the buildings or upon said land, to have and to hold for and during her natural life, so long as she remains my widow.

ITEM III * * * * *

ITEM IV My executors shall hold in trust the sum of Ten Thousand Dollars (\$10,000.00) during the lifetime of my wife, Cassie Graber, in securities at market value so far as available. During the lifetime of my wife, they shall use the income from said fund for the payment of taxes, insurance and repairs and general upkeep of the buildings on the 10 acre tract of land given to my wife in Item 2 of this will, and the balance of the income, if any, shall be paid to my wife. And in the event of necessity, said executors may use of the principal for her maintenance and support in such sums as may be reasonable and proper from time to time.

The provision made in Items 2, 3, and 4 of this will for my wife, shall be in lieu of her dower in my real estate and of an allowance for her support for one (1) year after my death, and all other statutory allowances or interest she would otherwise have in my estate.

ITEM V through ITEM X:- (Specific bequests) * * * * *

ITEM XI I authorize, empower and direct my executors to sell and convert into money in a reasonable time after my death, all of the real estate of which I shall be the owner, except the 10 acre tract upon which I now live and which I have given to my wife in Item 2 of this Will, and which 10 acre tract I authorize, empower and direct my executors to sell as soon after the death of my wife as may be deemed for the best interests of my estate. My executors shall have full power to sell said real estate at public or private sale as to them may seem best, and deed or deeds to make, execute and deliver in fee simple, and in making the sales of said real estate, preference shall be given as purchasers to the persons herein named as beneficiaries of my estate over other persons.

ITEM XII After payment of the bequests and legacies, including the provision made for my wife, I direct that the residue of my estate be distributed as follows: One-third (1/3) thereof to my brother, John C. Graber, and his legal representatives; One-sixth (1/6) thereof to my nephew, C. M. Graber, or his legal representatives; One-sixth (1/6) thereof to my niece, Anna M. Becher, or her legal representatives, the said C. M. Graber and Anna M. Becher being children of my deceased sister, Catherine; and One-third (1/3) thereof to my brother, C. D. Graber, if living at the time of distributing the same, but if he shall have died before such distribution, leaving no issue surviving him, then his share undistributed shall be paid to my brother, John C. Graber, and my nephew and niece, C. M. Graber and Anna M. Becher, in the same proportions above recited.

ITEM XIII I nominate and appoint my nephew, C. M. Graber, and my niece, Anna M. Becher, executor and executrix respectively of my Will.

* * * * *

In testimony whereof, I have hereunto set my hand at Canton, Ohio, this 23rd day of April, 1925.

/s/ Peter C. Graber"

NO. 41

The application for letters testamentary, filed in the above estate, recites that Peter C. Graber, late a resident of Plain Township, Stark County, Ohio, died testate on the 16th day of November, 1937, leaving Cassie Graber, his widow, and the following persons his known next of kin:

Mrs. Anna M. Becher	Adult	Niece
Mrs. Esther Krall	Adult	Niece
Mrs. Helen Lesh	Adult	Niece
Mr. Homer Graber	Adult	Nephew
Mr. C. M. Graber	Adult	Nephew

NO. 42

The Estate lists the 10 acre tract, being the premises in question, as a part of decedent's estate, and places the value of the same at \$5,500.00.

NO. 43

ESTATE OF PETER C. GRABER

IN THE PROBATE COURT,
STARK COUNTY, OHIO

No. 41199

Adm. Doc. 39, page 344

- 1946 - Mar. 18 - Application for letters and declination filed.
 - Paul H. Becher of R. D. #2, Canton, Ohio, Admr. de bonis non, with Will annexed.
- 1946 - Mar. 18- Bond of \$24,000.00 with Amanda Graber and P. H. Krall as sureties filed and approved.
- 1946 - Mar. 18- Letters issued.
- 1946 - Apr. 5 - Proof of publication filed.
- 1968 - Mar. 22- Inventory, appraisement and waivers filed and approved.
- 1968 - Mar. 22- Preliminary notice to Department of Taxation filed for non taxable estate.
- 1968 - Apr. 22- First and final account filed and approved.
Costs paid.

NO. 44

The application for letters of administration, de bonis non, with the Will annexed, lists the same heirs at law and next of kin and recites that Anna M. Becher, the niece of said decedent, died on the 12th day of July, 1941, and Christian C. Graber, the nephew of said decedent, died on the 14th day of February, 1946, without fully administering the said Estate of Peter C. Graber.

NO. 45

Adm. Doc. 27, page 412, Case No. 26936, shows that Christian D. Graber, brother of the decedent, Peter C. Graber, and named as a beneficiary under the Will of said Peter C. Graber, predeceased his brother, having died on the 30th day of December, 1934, leaving Martha M. Graber, his wife, his only heir at law and next of kin.

NO. 46

ANNA BECHER'S ESTATE

IN THE PROBATE COURT

No. 34973

Adm. Doc. 34, page 231

- 1941 - Aug. 9 - Application to probate Will filed.
- 1941 - Aug. 9 - Hearing set on the appearance of witnesses in open Court.
- 1941 - Aug. 9 - Hearing had. Will admitted to probate and record.

- 1941 - Aug. 9 - Application for letters filed. Amos Becher, Executor.
- 1941 - Aug. 9 - Bond of \$3,000.00 with C. M. Graber and Amanda Graber as sureties filed and approved.
- 1941 - Aug. 9 - Letters issued.
* * * * *
- 1942 - Feb. 18 - First and final account filed.
- 1942 - Apr. 4 - Account approved.
- 2/18/42 - Petition to determine inheritance tax filed.
- 2/25/42 - Net Est. \$7721.88,
Tax - \$42.22
- 3/ 9/42 - Tax paid.

NO. 47

ANNA BECHER'S WILL

IN THE PROBATE COURT
Dated July 6, 1939
Probated Aug. 9, 1941
Will Rec. 83, page 223

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

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

ITEM II - (Specific devise)

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

ITEM IV - I Nominate and appoint my husband, Amos Becher, Executor of this my Last Will and Testament.

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

/s/ Anna Becher."

NO. 48

The application to probate the Will of said decedent recites that Anna Becher died testate on the 12th day of July, 1941, leaving Amos Becher, her widower, and the following persons her known next of kin:

Walter H. Becher	-	Son
Paul H. Becher	-	Son
Catherine B. Schmucker	-	Daughter

AMOS BECHER'S ESTATE

IN THE PROBATE COURT
No. 62137
Adm. Doc. 57, page 13

- 1959 - Feb. 6 - Application to Probate Will filed.
1959 - Feb. 16 - Hearing had. Will admitted to probate and record.
1959 - Feb. 16 - Application for letters and declination filed.
Walter H. Becher, Admr., w.w.a.
1959 - Feb. 16 - Bond of \$4,000.00 with Paul H. Becher and Catherine B. Schmucker as sureties filed and approved.
1959 - Feb. 16 - Letters issued.
1963 - Sep. 23 - First and final account filed.
1963 - Nov. 12 - Hearing had. Account approved.

- 5/15/59 - Petition to determine inheritance tax filed. Net, \$54,217.45. Tax \$437.18.
6/25/59 - Acknowledge receipt of \$410.09 tax from Auditor of State filed.

Costs paid.

NO. 50

AMOS BECHER'S WILL

IN THE PROBATE COURT
Dated July 6, 1939
Probated Feb. 16, 1959
Will Rec. 141, page 316

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

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

ITEM II - (Specific devise)

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

ITEM IV - I nominate and appoint my wife, Anna Becher, Executrix of this my Last Will and Testament.

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

/s/ Amos Becher."

E. ERGAZOS & HILLIBISH

ATTORNEYS AT LAW

562 CITIZENS

SAVINGS BLDG.

CANTON, OHIO

44702

(216) 453-0155

The application to probate the Will of said decedent recites and Amos Becher died on the 16th day of May, 1958, leaving no widow, and the following persons all his known next of kin:

Walter H. Becher	Son
Paul H. Becher	Son
Catherine Schmucker	Daughter

CHRISTIAN M. GRABER, aka
C. M. GRABER'S ESTATE

IN THE PROBATE COURT
No. 41145
Adm. Doc. 39, page 317

- 1946 - Mar. 6 - Application to Probate Will and waiver filed.
- 1946 - Mar. 6 - Hearing set on appearance of witnesses
- 1946 - Mar. 6 - Hearing had. Will admitted to probate and record.
- 1946 - Mar. 12 - Application for letters filed. Amanda Graber, Executrix.
- 1946 - Mar. 12 - Bond of \$5,000.00 with Walter Becher and Amos Becher as sureties filed and approved.
- 1946 - Mar. 12 - Letters issued.
* * * * *
- 1948 - Jan. 15 - First, final and distributive account filed.
- 1948 - Feb. 24 - Hearing had. Account approved.
* * * * *
- 5/8/ 52 - Amended petition to determine Inheritance tax filed.
* * * * *
- 6/25/52 - Ack. receipt of \$76.25 from Auditor of State filed.

Costs paid.

CHRISTIAN M. GRABER'S WILL

IN THE PROBATE COURT
Dated Mar. 18, 1930
Probate Mar. 6, 1946
Will Rec. 95, page 481

"I, Christian M. Graber, of Plain Township, Stark County, Ohio, do make, publish and declare this my Last Will and Testament.

ITEM I - I direct the payment of all just debts and charges against my estate.

ITEM II - I give, devise and bequeath unto my wife, Amanda Grager, all of the property, real and personal, of which I shall be the owner at my death to be hers absolutely and in fee simple.

ITEM III - I nominate and appoint my wife, Amanda Graber, Executrix of this Will and exempt her from giving bond as such.

IN TESTIMONY WHEREOF, I have here set my hand at Canton, Ohio this 18th day of March, 1930.

/s/ Christian M. Graber."

NO. 54

The Application for letters, filed in the above estate, recites that Christian M. Graber died testate on the 14th day of February, 1946, leaving Amanda Graber, his widow, and the following person his only heir at law and next of kin:

Ruth Graber Miller Adult Daughter

NO. 55

AMANDA GRABER'S ESTATE

IN THE PROBATE COURT
No. 51700
Adm. Doc. 48, page 194

- 1953 - Mar. 18 - Application to probate Will filed.
- 1953 - Mar. 21 - Hearing had. Will admitted to probate and record.
- 1953 - May 9 - Application for letters filed, and declination filed.
Ruth C. Miller, North Canton, Ohio, Administratrix.
- 1953 - May 9 - Bond of \$5,000.00 with Roy Miller and Frank J. Menster as sureties filed.
- 1953 - May 9 - Letters issued. * * * * *
- 1955 - Feb. 28 - First and final account filed.
- 1955 - June 14 - Hearing had. Account approved.

- 2/28/55 - Petition to determine inheritance tax filed.
- 4/15/55 - Supplemental petition to determine inheritance tax filed. Net \$21,356.74
Tax \$178.56
- 4/23/55 - Ack. receipt of \$194.34 inh. tax from Auditor of State filed.
* * * * *

Costs paid.
12/22/55 - Ack. rec. of \$16.99 inh. tax from Aud. of State filed.
(from new appointment)

NO. 56

AMANDA GRABER'S WILL

IN THE PROBATE COURT
Dated Mar. 18, 1930
Probated Mar. 21, 1953
Will Rec. 118, page 586

ERGAZOS & HILLIBISH
ATTORNEYS AT LAW
552 CITIZENS
SAVINGS BLDG.
CANTON, OHIO
44702
(216) 453-0185

Plain Township Historical Society

"I, Amanda Graber, of Plain Township, Stark County, Ohio, do make and publish and declare this to be my last Will and Testament.

ITEM I - I direct the payment of all just debts and charges against my estate.

ITEM II - I give, devise and bequeath unto my husband, Christian M. Graber, all of the property, real and personal, of which I shall be the owner at my death to be his absolutely and in fee simple.

ITEM III - I nominate and appoint my husband, Christian M. Graber, Executor of this Will and exempt him from giving bond as such.

IN TESTIMONY WHEREOF, I have hereto set my hand at Canton, Ohio this 18th day of March, 1930.

/s/ Amanda Graber"

NO. 57

The application for letters of administration, w.w.a., filed in the above estate, recites that Amanda Graber died testate on the 6th day of March, 1933, leaving no widower, and leaving as her only heir at law and next of kin:

Ruth C. Miller Daughter

NO. 58

AMANDA GRABER'S ESTATE
(New appointment)

IN THE PROBATE COURT
No. 54920,
Adm. Doc. 51, page 4

- 1955 - Feb. 24 - Application for letters filed. Roy E. Miller, Admr., d.b.n., w.w.a.
- 1955 - Feb. 24 - Bond of \$1,000.00 with Chas. W. Sickafoose and Frank J. Menster as sureties filed and approved.
- 1955 - Feb. 24 - Letters issued.
* * * * *
- 1955 - June 8 - First and final account filed.
- 1955 - July 12 - Hearing had. Account approved.

(For determination of inheritance tax, see previous appointment).

NO. 59

RUTH C. MILLER'S ESTATE

IN THE PROBATE COURT
No. 54037
Adm. Doc. 50, page 163

- 1954 - Aug. 6 - Application for letters filed. Roy E. Miller, Canton, Ohio, Administrator.
- 1954 - Aug. 6 - Bond filed.
- 1954 - Aug. 6 - Letters issued.
* * * * *

1955 - Mar. 3 - First and final account filed.
1955 - June 14 - Hearing had. Account approved.

3/ 3/55 - Petition to determine inheritance tax filed. Net, \$22,788.92. Tax \$40.96.
4/23/55 - Ack. receipt of \$41.20 from Auditor of State filed.

Costs paid.

NO. 60

The application for letters, filed in the above estate, recites that Ruth C. Miller died intestate on the 18th day of March 1954, leaving Roy E. Miller, her widower, and the following persons all her heirs at law and next of kin:

Helen C. Miller	Daughter	Aged 17
Eleanor R. Miller	Daughter	Aged 16
Roy C. Miller	Son	Aged 12
Charlotte Jean Miller	Daughter	Aged 7
Donna Miller	Daughter	Aged 2

NO. 61

TRUSTEESHIP UNDER ITEM III OF
THE WILL OF PETER C. GRABER,
DECEASED.

IN THE PROBATE COURT
No. 11942
Adm. Doc. N, page 83

1946 - Mar. 22 - Application for letters and recommendation filed.
1946 - Mar. 22 - Paul H. Becher of R. D. #2, Canton, Ohio, Trustee.
1946 - Mar. 22 - Bond of \$20,000.00 with Amos Becher and Walter H. Becher as sureties filed.
1946 - Mar. 22 - Letters issued.
1954 - Nov. 16 - First partial account filed.
1955 - Jan. 10 - Hearing had. Account approved.

No further record.
Costs paid to date.

NO. 62

Adm. Doc. 70, page 157, Stark County, Ohio, Probate Court Records, shows that an application to probate the Will of Cassie Graber, deceased, was filed on the 15th day of September, 1966, and that her estate is being administered under Case No. 78026 in said Stark County Ohio Probate Court.

The Application to probate the Will of said decedent filed in the above estate, recites that Cassie Graber died testate on the 9th day of September, 1966, at Louisville, Ohio.

Paul H. Becher, Admr. d.b.n.,
w.w.a. of the Estate of
Peter C. Graber, deceased,
Plaintiff

No. 41199
Civ. Doc. 41, page 367

vs.

Esther Krall,
Homer E. Graber,
Helen M. Lesh,
Roy E. Miller, surviving spouse
of Ruth C. Miller, deceased,
Helen Wilson,
Eleanor Miller, aka
Elnor Miller,
Roy C. Miller,
Charlotte Miller, a minor over
14 years of age,
Donna Miller, a minor over
14 years of age,
Walter H. Becher,
Catherine B. Schmucker, and
Paul H. Becher,

ACTION FOR DECLARATORY
JUDGMENT, INSTRUCTIONS, AND
SALE OF REAL ESTATE

Defendants

- 1967 - Nov. 22 - Petition to Court for instructions filed.
1967 - Nov. 22 - Praecipe filed.
1967 - Nov. 24 - Waiver of summons filed by Esther Krall,
Homer E. Graber, Helen M. Lesh, Helen
Wilson, Elnor Miller, Roy C. Miller,
Walter H. Becher, Catherine B. Schmucker,
and Paul H. Becher.
1967 - Nov. 22 - Summons issued (Stark).
1967 - Nov. 29 - Summons returned served (Stark).
Served residentially on Charlotte
Miller and Donna Miller, minors over
14 years of age. Residentially on
Roy E. Miller, as guardian of Charlotte
Miller and Donna Miller, minors over
14 years of age, and Roy E. Miller
individually.
1968 - Jan. 12 - Application for appointment of guardian
ad litem filed.
1968 - Jan. 12 - Hearing had. Court appoints Roy E.
Miller as guardian ad litem, for
Charlotte Miller and Donna Miller.
1968 - Jan. 12 - Answer of guardian ad litem filed.
1968 - Jan. 30 - Hearing had. Court orders sale of
realty as prescribed in Will and
orders the cause be continued pending
further hearing.
1968 - Apr. 23 - Declaratory judgment rendered.

Costs paid.

NO. 64

The Petition, filed in the above action, recites as
follows:

"Plaintiff says that he is the duly appointed and acting administrator, d.b.n., w.w.a., of Peter C. Graber, deceased, and that the said Peter C. Graber died on the 16th day of November, 1937, leaving his widow, Cassie Graber, as his only heir and next of kin; that the said Peter C. Graber died testate, and that his Will was admitted to probate and record in the Probate Court of Stark County, Ohio, and recorded in Will Record 75, page 555.

Plaintiff further states that by virtue of the Will of said decedent, as set forth in ITEMS 2, 4 and 11 thereof, the said decedent gave a life estate of his wife in certain real estate, described as follows:

(Described premises as the same are described in Section No. 19 of this Abstract of Title, containing 10 acres of land).

Plaintiff further states that the said Cassie Graber died on the 9th day of September, 1966, and under the terms of the Will of said decedent, the real estate described above then passed to John C. Graber, one-third; C. M. Graber, one-sixth; Anna M. Becher, one-sixth; and one-third to C. D. Graber, if living at the time of distribution, and if not living then to John C. Graber, C. M. Graber and Anna M. Becher in the same proportions above recited.

Plaintiff further states that John Graber was a brother of said decedent and that he died prior to the death of the said decedent leaving Esther Krall, Homer E. Graber and Helen M. Lesh as his only heirs at law and next of kin, all of whom are defendants herein; that Christian D. Graber was a brother of Peter C. Graber, decedent herein, and that he died on the 30th day of December, 1934, prior to the date of death of the said Peter C. Graber, and without issue.

Plaintiff further says that the said Christian M. Graber, nephew of said decedent, died testate on the 14th day of February, 1946, leaving Amanda Graber, his widow, and Ruth Graber Miller, his daughter and only next of kin; that his entire estate was devised to Amanda Graber, his widow, as more fully appears in his Will recorded in Will Rec. 95, page 481, Stark County, Ohio, Probate Court Records; that the said Amanda Graber died on the 6th day of March, 1953, leaving no surviving spouse and Ruth C. Miller, her daughter, as her only heir at law and next of kin; that the said Ruth C. Miller subsequently died on the 18th day of March, 1954, intestate, leaving Roy E. Miller, her surviving spouse, and Helen C. Miller, now Helen Wilson, Eleanor Miller, Roy C. Miller, Charlotte Miller and Donna Miller, all her heirs at law and next of kin, and defendants herein.

Plaintiff further states that Anna M. Becher, niece of Peter C. Graber, the decedent herein, died testate on the 12th day of July, 1941, leaving Amos Becher, her surviving spouse, and Walter H. Becher, Catherine B. Schmucker and Paul H. Becher, her heirs at law and next of kin; that, by the terms of her Will as recorded in Will Rec. 83, page 223, Stark County, Ohio, Probate Court Records, her entire estate was devised to Amos Becher, her husband; that the said Amos Becher died testate on the 16th day of May, 1958, leaving no surviving spouse and Walter H. Becher, Paul H. Becher and Catherine B. Schmucker, all his heirs at law and next of kin, and defendants herein.

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(216) 453-0165

Plaintiff further states that since the death of Cassie Graber, it is incumbent upon him to sell said real estate, and it is advisable and necessary that said real estate be sold. However, the Will of said decedent provides that an opportunity be given to the next of kin of said decedent for the purchase of said real estate prior to the offer of the same to any other persons.

Plaintiff further states that he has reason to believe that he can sell said real estate at a fair market value, by and through the efforts of a real estate agency, and that it would be for the best interest of said estate to sell said real estate aforesaid, the same being unimproved excepting for a house which is badly in need of repair and maintenance.

WHEREFORE, plaintiff prays the direction and judgment of the Court as to the provisions of said Will with regard to the sale of said real estate so that the plaintiff may be able to execute the same properly; that the Court determine the interest of all parties herein in the said real estate; and, in the event he be authorized and directed to proceed with the sale of said real estate, that he be authorized to employ a real estate broker to effect said sale, and to pay a reasonable real estate commission therefor, and for such other and further directions and instructions as the Court may deem proper and necessary in the premises."

NO. 65

Service of summons was made on the minor defendants, Charlotte Miller and Donna Miller, and on Roy E. Miller, individually and as Guardian of said minor defendants.

Upon Application for the appointment of a Guardian ad litem for the minor defendants, the Court appointed Roy E. Miller, the legally appointed and qualified guardian of said minor defendants to act as such Guardian ad litem.

The Answer of the Guardian ad litem, filed in the above action, recites the appointment as guardian ad litem for Charlotte Miller and Donna Miller, minor defendants in the above action, denies all the allegations in the petition contained prejudicial to said minor defendants, and further says that said Charlotte Miller and Donna Miller are of tender years and not acquainted with the law in such cases made and provided, and asks the Court to protect their rights in said cause.

NO. 66

The Journal Entry, filed in the above action, orders the Administrator de bonis non, with the Will annexed, to sell said real estate as prescribed in the Will of said decedent, recites as follows:

"This day this cause came on to be heard upon the petition of the plaintiff, the answer of the Guardian ad litem for the minor defendants, and the evidence. The Court finds that all defendants herein have been duly and legally served with process or have voluntarily entered their appearance in this cause.

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The Court finds that, by the Last Will and Testament Peter C. Graber, decedent, instructed his executors as follows:

"ITEM XI - I authorize, empower and direct my executors to sell and convert into money in a reasonable time after my death, all of the real estate of which I shall be the owner, except the 10 acre tract upon which I now live and which I have given to my wife in Item 2 of this will, and which 10 acre tract I authorize, empower and direct my executors to sell as soon after the death of my wife as may be deemed for the best interests of my estate. My executors shall have full power to sell said real estate at public or private sale as to them may seem best, and deed or deeds to make, execute and deliver in fee simple, and in making the sales of said real estate, preference shall be given as purchasers to the persons herein named as beneficiaries of my estate over other persons."

The Court finds that the executors named in the Will have predeceased the life tenant, Cassie Graber; and that Paul H. Becher is the duly appointed and acting Administrator, d.b.n., w.w.a., of the Estate of Peter C. Graber.

The Court finds that, by reason of the provisions of the Will of this decedent, the direction and authorization to the named executors of the Estate relative to the sale of real estate of the decedent apply to and must be carried out by the administrator, d.b.n., w.w.a., and he is hereby ORDERED to take the necessary action to sell the realty as prescribed in the Will. It is further ORDERED that all other issues raised by the proceedings in this cause be continued pending further hearing of the Court."

NO. 67

GUARDIANSHIP OF HELEN C. MILLER,
AGED 18, ELNOR R. MILLER, AGED 17,
ROY C. MILLER, AGED 13, CHARLOTTE
J. MILLER, AGED 8, AND DONNA MILLER,
AGED 3, MINORS

IN THE PROBATE COURT
No. 15014
Gdn. Doc. P, page 429

- 1954 - Dec. 30 - Application for appointment of guardian of minors filed.
- 1954 - Dec. 30 - Waiver of notice filed.
- 1954 - Dec. 30 - Hearing set for Jan. 4, 1955, at 2:30 P.M. & Notice ordered on wards over age 14.
- 1954 - Dec. 30 - Notice issued.
- 1955 - Jan. 3 - Notice returned served.
- 1955 - Jan. 4 - Hearing had. Court finds Guardianship necessary. Guardian and bond ordered.
- 1955 - Jan. 5 - Application for letters filed. Roy E. Miller, guardian.
- 1955 - Jan. 5 - Bond of \$5,000.00 with Glens Falls Indemnity Company as surety filed and approved.
- 1955 - Jan. 5 - Letters issued.
- 1957 - Dec. 19 - Inventory filed.
- 1957 - Dec. 19 - First partial account filed.

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- 1958 - Jan. 13 - Hearing had. Account approved except as to Helen C. Miller, which first and final account is approved.
- 1959 - Feb. 13 - Hearing had. Second partial account approved (filed Jan. 13, 1959). Final as to Elnor R. Miller.
- 1963 - Nov. 12 - Hearing had. Third partial account approved (filed Sept. 19, 1963). Final as to Roy C. Miller.

Fwd. to Doc. U, page 648

- 1967 - Dec. 21 - Fourth partial account filed as to Charlotte Miller and Donna Miller.

No further record.
Costs paid to date.

NO. 68

GUARDIANSHIP OF CASSIE GRABER

IN THE PROBATE COURT
No. 19606
Gen. Doc. T, page 508

- 1965 - Aug. 16 - Application to adjudge Cassie Graber an incompetent person filed.
- 1965 - Aug. 16 - Waivers of next of kin filed.
- 1965 - Aug. 16 - Hearing set for Sept. 3, 1965, at 10:00 o'clock A.M. & notice ordered.
- 1965 - Aug. 16 - Notice issued.
- 1965 - Aug. 19 - Notice returned served.
- 1965 - Sept. 3 - Hearing had. Court finds Cassie Graber an incompetent person and driver's license, if any, is suspended according to law.
- Bond and guardian ordered.
- 1965 - Sept. 3 - Application for letters filed. Ella Schmucker, 4450 Paris N.E., Louisville, Ohio, guardian.
- 1965 - Sept. 3 - Bond of \$24,000.00 with American States Insurance Company as surety filed and approved.
- 1965 - Sept. 3 - Letters issued.
- * * * * *
- 1966 - Sep. 30 - First and final account filed.
- 1966 - Nov. 29 - Hearing had. Account approved.

Costs paid.

NO. 69

Paul H. Becher, Administrator
de Bonis Non with will annexed
of the Estate of Peter C. Graber,
deceased,

Executor's Deed
Signed & Ack'd. February 1, 1968
Rec. for Rec. February 9, 1968
Volume 3292, Page 19

to

Marian F. Birk

Conveys the 10 acre tract described in the heading of the foregoing Abstract of Title.

which includes the premises

NO. 70

Marian F. Birk, unmarried

to

Paul H. Becher and
Emma K. Becher

Warranty Deed
Signed & Ack'd. March 10, 1969
Rec. for Rec. March 10, 1969
Volume 3364, Page 75

Conveys the premises described in the Heading of the foregoing Abstract of Title.

NO. 71

Paul H. Becher and Emma K. Becher, husband and wife, by Warranty Deed dated May 8, 1972 and received for record on May 8, 1972 and recorded in Volume 3595, Page 196, conveyed to Donald E. Grable and June M. Grable the following described premises:

Situated in the Township of Plain, County of Stark and State of Ohio and known as and being a part of the Northwest Quarter of Section No. 23, Township No. 11 (Plain), and Range 8, bounded and described as follows:

Beginning for the same at a stone marking the Southeast corner of the said Northwest Quarter of Section No. 23; thence North 5 deg. 37 min. East, and along the East line of said Northwest Quarter a distance of 571.60 feet to a spike in center line of Middlebranch Avenue, the same being the P. T. of a curve to be described later; thence continuing North 5 deg. 37 min. East, and along the said center line of Middlebranch Avenue, a distance of 43.4 feet to a spike, and being the true place of beginning of the tract of land herein further described; thence North 83 deg. 55 min. West a distance of 265.00 feet to an iron pin, and passing through an iron pin 30.0 feet West set on the West property line of Middlebranch Avenue; thence South 5 deg. 37 min. West and parallel to said Avenue, a distance of 120 feet to an iron pin; thence South 83 deg. 55 min. East a distance of 260.95 feet to a point in the center line of Middlebranch Avenue, and passing through an iron pin 30.03 feet West set on the West property line of said Avenue; thence along the said center line of Middlebranch Avenue and being on a curve to the left and having a delta angle of 23 deg. 31 min. and a radius of 718.22 feet a distance of 76.62 feet to the P. T. of the said curve; thence North 5 deg. 37 min. East and continuing along the said center line a distance of 43.4 feet to a spike, the same being the true place of beginning and thereby ending the same, containing 0.726 of an acre.

Paul H. Becher and
Emma K. Becher
Plaintiffs

Stark County Court of
Common Pleas,
Docket 248, Case No. 73-508
Action to Quiet Title

-vs-

Charlotte Miller,
Chester Miller,
Catherine B. Schmucker,
Esther Krall,
Donald L. Graber,
Ada Graber,
Helen Lesh,
Lewis R. Lesh,
Roy E. Miller,
Helen Miller,
Helen Wilson Ruch,
William Ruch,
Eleanor Miller,
Leroy Miller,
Roy C. Miller,
Charlotte Miller,
Donna Miller Wilson,
David Wilson,
Walter H. Becher,
Mildred Becher, and
the unknown heirs and devisees of
Peter C. Graber, deceased.
Defendants

1973, May 25. - Complaint filed.
1973, May 25. - Summons and copy of complaint mailed to defendants
by certified mail.
1973, May 25. - Affidavit for publication filed.
1973, May 25. - Publication ordered.
1973, June 1. - Receipt from certified mail returned signed by
each of the defendants individually named as
signed on May 31, 1973.
1973, July 24. - Affidavit of publication filed.
1973, August 21. - Decree quieting title of plaintiffs as against
the defendants.
Plaintiffs to pay costs.
Costs paid.

Complaint recites that plaintiffs are the owners in fee simple and in actual possession of the premises described in the heading of this Abstract of Title, excepting therefrom the 0.726 acre tract conveyed to Donald E. Grable and June M. Grable by deed recorded in Volume 3595, Page 196, Stark County Deed Records; that the defendants named in the caption down the unknown heirs and devisees of Peter C. Graber, deceased, have or claim to have an estate, interest, title, right and claim adverse to the right title and interest of the plaintiffs in said premises by reason of a transfer of said premises by Paul H. Becher, Administrator De Bonis Non with Will annexed of the estate of Peter C. Graber, deceased, by Executors' deed dated February 1, 1968, to Marian F. Birk and that on March 10, 1969 the said Marian F. Birk executed and delivered to the plaintiffs, a warranty deed for said premises which deed was recorded in Volume 3364, Page 75, Stark County Deed Records.

The prayer of said complaint of said complaint is that the defendants be compelled to show their interest, if any, and that the plaintiffs be found to have good title to said land free of any right, title, claim or interest of the defendants and that their title be quieted as against any adverse estate or interest of the defendants.

The judgment entry in the above matter finds that all defendants have been duly served with summons and a copy of the complaint or served by publication, and the Court approves the service of publication in the within matter.

The court further found that at the time of commencement of this action, the plaintiffs were in possession of the real estate described in the complaint and that they had legal estate in, and were entitled to the possession of the same.

The judgment entry further orders that the title and possession of the plaintiffs to the premises described in the complaint be and the same is hereby quieted as against the defendants, the each and every one of them and all persons claiming under them; and the defendants are forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of the plaintiffs, their heirs and assigns.

NO. 73

The Estate of Amos Becher,
Deceased,

Application for Transfer of
Real Estate Devised.

to

S & A: August 6, 1959
R f R: August 7, 1959
Recorded: Vol. 2661, page 617

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

Recites proceedings heretofore noted in the Estate of Amos Becher and notes an undivided one-fourth(1/4th) interest in premises previously described in Section No. 59 of this Abstract as passing to Walter H. Becher, Paul H. Becher and Catherine B. Schmucker.

NO. 74

By Warranty Deed dated September 27, 1963, received for record September 27, 1963, and recorded in Volume 2966, Page 442, of the Stark County, Ohio Deed Records, Walter H. Becher and Edith G. Becher, husband and wife, Paul H. Becher and Emma K. Becher, husband and wife, and Catherine B. Schmucker, a widow and not remarried, conveyed the following described premises to R. Dennis Cullen:

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

Known as and being a part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, and further described as follows:

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Beginning at the Southwest corner of said quarter section; thence north 5 degrees and 45 minutes east and along the west line of said quarter section for a distance of 2658.67 feet to an iron pin in the northwest corner of said quarter section and the centerline of 55th Street N.E.; thence south 84 degrees and 33 minutes and 30 seconds east and along the north line of said quarter section and the centerline of 55th Street N.E. for a distance of 380.0 feet to an iron pin; thence south 5 degrees and 45 minutes west and parallel to the west line of said quarter section for a distance of 2662.92 feet to an iron pin in the south line of said quarter section; thence north 83 degrees and 55 minutes west and along the south line of said quarter section for a distance of 380.0 feet to an iron pin in the southwest corner of said quarter section and the true place of beginning of the tract herein described and containing 23.21 acres of land, subject to all legal highways.

NO. 75

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

Easement for Drainage Purposes
Signed: November 13, 1963
R f R: November 19, 1963
Volume 2939, Page 699.

to

Joseph A. Sturrett,
Stark County Engineer

Easement for Drainage Purposes

Know all men by these presents that we the undersigned, owners of land situated on both the east and west sides of the proposed Dunloe Estates No. 1, located in the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, do hereby agree to accept all water passing through and from said allotment and more specifically to be outlet at the following points:

1. A drainage area of approximately 80 acres and outleting about 435 feet south of the northwest corner of the above mentioned Quarter Section 23.
2. A drainage area of approximately 40 acres and outleting about 1475 feet south of the northwest corner of the above mentioned Quarter Section 23.
3. A drainage area of approximately 13 acres and outleting about 2080 feet south of the northwest corner of the above mentioned Quarter Section 23.

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CANTON, OHIO

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(216) 483-0185

On July 6, 1967, by Warranty Deed recorded in Volume 3250, page 549 of the Stark County Deed Records, Walter H. Becher and Edith G. Becher, husband and wife, and Paul H. Becher and Emma K. Becher, husband and wife, conveyed the following described premises to Catherine B. Schmucker: Known as and being an undivided two-thirds (2/3) interest in and to the following described premises, situated in the Township of Plain, County of Stark, and State of Ohio: Known as and being a part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, and further described as follows: Beginning at an iron pin in the Northwest corner of said Quarter Section; thence South $84^{\circ} 33' 30''$ East and along the North line of said Quarter Section for a distance of 1401.78 feet to a point; thence South $5^{\circ} 26' 30''$ West and along the East line of Dunloe Estates No. 2 as recorded in Volume 36, page 57 of the Stark County Record of Plats for a distance of 827.00 feet to a point in the Southwest corner of lands now or formerly owned by W. & E. Becher as recorded in Volume 2827, page 166 of the Stark County Record of Deeds; thence South $84^{\circ} 33' 30''$ East for a distance of 102 feet to a point in the Southwest corner of lands now or formerly owned by C. Schmucker, as recorded in Volume 2661, page 615 of the Stark County Record of Deeds and the true place of beginning of the tract herein described; thence South $5^{\circ} 26' 30''$ West for a distance of 34.86 feet to a point in the North line of 52nd Street, N.E. extended; thence Easterly 117.31 feet on the arc of a curve to the right having a central angle of $19^{\circ} 34' 34''$ and a radius of 343.05 feet whose chord bears North $85^{\circ} 38' 43''$ East for a distance of 116.74 feet to a point; thence North $5^{\circ} 26' 30''$ East for a distance of 15.0 feet to a point in the Southeast corner of lands now or formerly owned by said C. Schmucker; thence North $84^{\circ} 33' 30''$ West and along the South line of lands now or formerly owned by said C. Schmucker for a distance of 115.0 feet to a point and the true place of beginning of the tract herein described, containing 0.066 acre of land.

On July 6, 1967, by Warranty Deed recorded in Volume 3250, page 551 of the Stark County Deed Records, Paul H. Becher and Emma K. Becher, husband and wife, and Catherine B. Schmucker, a widow and not remarried, conveyed the following described premises to Walter H. Becher and Edith G. Becher: Known as and being an undivided two-thirds (2/3) interest in and to the following described premises, situated in the Township of Plain, County of Stark, and State of Ohio: Known as and being a part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, and further described as follows: Beginning at an iron pin in the Northwest corner of said Quarter Section; thence South $84^{\circ} 33' 30''$ East and along the North line of said Quarter Section for a distance of 1401.78 feet to a point; thence South $5^{\circ} 26' 30''$ West and along the East line of Dunloe Estates No. 2 as recorded in Volume 36, page 57 of the Stark County Record of Plats for a distance of 827.00 feet to a point in the Southwest corner of lands now or formerly owned by W. & E. Becher as recorded in Volume 2827, page 166 of the Stark County Record of Deeds and the true place of beginning of the tract herein described; thence South $5^{\circ} 26' 30''$ West and along the East line of said Dunloe Estates No. 2 for a distance of 91.16 feet to a point in the North line of 52nd Street, N.E.; thence North $60^{\circ} 32' 00''$ East and along the North line of 52nd Street, N.E. extended for a distance of 25.22 feet to a point and the arc of a curve to

On July 6, 1967, by Warranty Deed recorded in Volume 3250, page 549 of the Stark County Deed Records, Walter H. Becher and Edith G. Becher, husband and wife, and Paul H. Becher and Emma K. Becher, husband and wife, conveyed the following described premises to Catherine B. Schmucker: Known as and being an undivided two-thirds (2/3) interest in and to the following described premises, situated in the Township of Plain, County of Stark, and State of Ohio: Known as and being a part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, and further described as follows: Beginning at an iron pin in the Northwest corner of said Quarter Section; thence South $84^{\circ} 33' 30''$ East and along the North line of said Quarter Section for a distance of 1401.78 feet to a point; thence South $5^{\circ} 26' 30''$ West and along the East line of Dunloe Estates No. 2 as recorded in Volume 36, page 57 of the Stark County Record of Plats for a distance of 827.00 feet to a point in the Southwest corner of lands now or formerly owned by W. & E. Becher as recorded in Volume 2827, page 166 of the Stark County Record of Deeds; thence South $84^{\circ} 33' 30''$ East for a distance of 102 feet to a point in the Southwest corner of lands now or formerly owned by C. Schmucker, as recorded in Volume 2661, page 615 of the Stark County Record of Deeds and the true place of beginning of the tract herein described; thence South $5^{\circ} 26' 30''$ West for a distance of 34.86 feet to a point in the North line of 52nd Street, N.E. extended; thence Easterly 117.31 feet on the arc of a curve to the right having a central angle of $19^{\circ} 34' 34''$ and a radius of 343.05 feet whose chord bears North $85^{\circ} 38' 43''$ East for a distance of 116.74 feet to a point; thence North $5^{\circ} 26' 30''$ East for a distance of 15.0 feet to a point in the Southeast corner of lands now or formerly owned by said C. Schmucker; thence North $84^{\circ} 33' 30''$ West and along the South line of lands now or formerly owned by said C. Schmucker for a distance of 115.0 feet to a point and the true place of beginning of the tract herein described, containing 0.066 acre of land.

On July 6, 1967, by Warranty Deed recorded in Volume 3250, page 551 of the Stark County Deed Records, Paul H. Becher and Emma K. Becher, husband and wife, and Catherine B. Schmucker, a widow and not remarried, conveyed the following described premises to Walter H. Becher and Edith G. Becher: Known as and being an undivided two-thirds (2/3) interest in and to the following described premises, situated in the Township of Plain, County of Stark, and State of Ohio: Known as and being a part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, and further described as follows: Beginning at an iron pin in the Northwest corner of said Quarter Section; thence South $84^{\circ} 33' 30''$ East and along the North line of said Quarter Section for a distance of 1401.78 feet to a point; thence South $5^{\circ} 26' 30''$ West and along the East line of Dunloe Estates No. 2 as recorded in Volume 36, page 57 of the Stark County Record of Plats for a distance of 827.00 feet to a point in the Southwest corner of lands now or formerly owned by W. & E. Becher as recorded in Volume 2827, page 166 of the Stark County Record of Deeds and the true place of beginning of the tract herein described; thence South $5^{\circ} 26' 30''$ West and along the East line of said Dunloe Estates No. 2 for a distance of 91.16 feet to a point in the North line of 52nd Street, N.E.; thence North $60^{\circ} 32' 00''$ East and along the North line of 52nd Street, N.E. extended for a distance of 25.22 feet to a point and the arc of a curve to

the right having a central angle of $15^{\circ} 18' 56''$ and a radius of 343.05 feet, whose chord bears North $68^{\circ} 11' 28''$ East for a distance of 91.43 feet; thence along the arc of said curve to the right and the North line of 52nd Street, N.E. extended for a distance of 91.70 feet to a point; thence North $5^{\circ} 26' 30''$ East for a distance of 34.86 feet to a point in the Southeast corner of lands now or formerly owned by said W. & E. Becher; thence North $84^{\circ} 33' 30''$ West and along the South line of lands now or formerly owned by said W. & E. Becher for a distance of 102.0 feet to a point and the true place of beginning of the tract herein described containing 0.144 acre of land.

NO. 78

Walter H. Becher and
Edith G. Becher,
husband and wife,
Paul H. Becher and
Emma K. Becher,
husband and wife,
Catherine B. Schmucker,
a widow and not remarried

Warranty Deed
Dated & Ack'd. August 7, 1967
Rec. for Rec. August 16, 1967
Volume 3255, page 499

to

BBS Land Company

Conveys the premises described as follows:

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

Known as and being a part of the Northwest Quarter of Section No. 23, Plain Township, Stark County, Ohio, bounded and described as follows: Beginning for the same at an iron pin marking the Northeast corner of the said Northwest Quarter the same being the Northeast corner of the German Lutheran and Presbyterian Church 0.54 acre tract and recorded in Volume L, page 238 of the Stark County Record of Deeds; thence South 5 degrees 37 minutes West and along the East line of the said 0.54 acre tract and the East line of the said Northwest Quarter a distance of 112.9 feet to the Southeast corner of said 0.54 acre tract, the same being the true place of beginning for the tract herein further described; thence continuing South 5 degrees 37 minutes West and along the said East line of the Northwest Quarter a distance of 220.3 feet to the center line of Middlebranch Ave., N.E., County Road No. C192; thence continuing South 5 degrees 37 minutes West and along the said center line of Middlebranch Ave. and the East line of the said Northwest Quarter a distance of 1530.0 feet to a stone, the same being the Northeast corner of P. C. Graber 10.0 acre tract and recorded in Stark County Record of Deeds Volume 451, page 147; thence North 83 degrees 55 minutes West and along the North line of said 10.0 acre tract a distance of 528.0 feet to a stone at the Northwest corner of said 10.0 acre tract; thence South 5 degrees 37 minutes West and parallel to the East Quarter line and along the West line of said 10.0 acre tract a distance of 825.0 feet to a stone on the South Quarter line of said Northwest Quarter Section 23, and being the Southwest corner of said 10.0 acre tract; thence North 83 degrees 55 minutes West and along the

said South Quarter line a distance of 1765.5 feet to an iron pin and the same being the Southeast corner of Dunloe Estate No. 1 as recorded in Plat Book 35, page 89; thence North 5 degrees 45 minutes East and along the East line of said Dunloe Estate No. 1 a distance of 1097.0 feet to an iron pin the same being the Southwest corner of Lot No. 16 in Dunloe Estate No. 2 as recorded in Plat Book 36, page 37; thence North 83 degrees 45 minutes East and along the Southerly line of said Dunloe Estate No. 2 a distance of 485.00 feet to an iron pin; thence North 72 degrees 45 minutes East a distance of 300.09 feet to an iron pin; thence North 64 degrees 34 minutes 20 seconds East a distance of 387.96 feet to an iron pin, the same being the Southeast corner of Lot No. 6 in Dunloe Estate No. 2; thence North 29 degrees 34 minutes West and along the East line of said Lot No. 6 a distance of 95 feet to an iron pin, the same being the East line of said Dunloe Estate No. 2 projected; thence North 5 degrees 26 minutes 30 seconds East and along the said East line of Dunloe Estate No. 2 a distance of 156.84 feet to an iron pin on the North line of 52nd St., N.E., the same being the Southwest corner of a 0.144 acre tract as recorded in Volume 3073, page 328 of the Stark County Record of Deeds; thence North 60 degrees 32 minutes East and along the North side of 52nd St., N.E., and the South line of said 0.144 acre tract a distance of 25.22 feet to an iron pin and being the P. C. of a curve to the right having a central angle 34 degrees 54 minutes 30 seconds and a radius of 343.05 feet whose chord bears North 77 degrees 57 minutes 19 seconds East for a distance of 205.83 feet to a point; thence along the arc of said curve to the right and the North line of 52nd St., N.E., extended for a distance of 209.21 feet to a point, the same being the Southeast corner of a 0.066 acre tract, as recorded in Volume 3250, page 551 of the Stark County Record of Deeds; thence North 5 degrees 26 minutes 30 seconds East and along the East side of said 0.066 acre tract a distance of 15 feet to an iron pin, the same being the Southeast corner of a 1.12 acre tract as recorded in Volume 2661, page 166; thence continuing North 5 degrees 26 minutes 30 seconds East and along the East side of said 1.12 acre tract a distance of 427 feet to an iron pin, the same being the Northeast corner of said 1.12 acre tract; thence North 84 degrees 33 minutes 30 seconds West and along the North line of said 1.12 acre tract a distance of 95.0 feet to an iron pin, the same being the Southeast corner of a 1.12 acre tract as recorded in Volume 2533, page 300 in the Stark County Record of Deeds; thence North 5 degrees 26 minutes 30 seconds East and along the East side of said 1.12 acre tract a distance of 400 feet to an iron pin in center line of 55th St., N.E., the same being the North line of the said Northwest quarter; thence South 84 degrees 33 minutes 30 seconds East and along the said center line of 55th Street, N.E., and North quarter line a distance of 937.74 feet to a stone, the same being the Northwest corner of a 0.54 acre tract, conveyed to the German and Presbyterian Church and recorded in Volume L, page 238 of the Stark County Record of Deeds; thence South 5 degrees 37 minutes West and along the West side of the said 0.54 acre tract a distance of 112.90 feet to a stone; thence South 84 degrees 33 minutes 30 seconds East and along the South line of said 0.54 acre tract a distance of 211.96 feet to a stone, the same being the true place of beginning and thereby ending for the above described tract containing 93.724 acres.

Subject to the legal right of way of all highways and subject to an easement granted to the Ohio Power Co. and recorded in Stark County Record of Deeds Volume 1236, page 290 also an easement granted to the Stark County Engineer in November 13, 1963 for drainage purposes, also a lease to the East Ohio Gas Co. Together with 55.52 acres situated in the Township of Plain, County of Stark and State of Ohio, and known as and being a part of the Northeast Quarter of Section 22, Township 11, Range 8, described as follows: Beginning at an iron pin on the Northeast corner of said Section 22, thence South 5 degrees 45 minutes West and with Section line, 2658.67 feet to a stone on the Southeast corner of said Quarter Section; thence North 84 degrees 21 minutes West and with the Quarter Section line, 906.07 feet to an iron pin on the East line of Norfolk Western Railway Co. right of way; thence North 9 degrees 34 minutes East and with the East line of said right of way, 330.04 feet to an iron pin; thence North 7 degrees 27 minutes East and with the East line of said right of way, 2179.85 feet to an iron pin; thence North 8 degrees 01 minutes East and with the East line of said right of way, 152.72 feet to an iron pin on the North line of said Section; thence South 84 degrees 19 minutes East and with Section line, 867.58 feet to the place of beginning, containing 55.52 acres of land, subject to all legal highways, since and including February 6, 1901. Subject however to an easement granted to the Ohio Power Co. recorded in Volume 1236, page 290 and easement granted to the Stark County Engineer for drainage purposes, also an easement as shown on Plat for Sanitary Sewer Trunk line, and lease granted to the East Ohio Gas Co.

NO. 79

BBS Land Company
By: Selm Schuller,
President
By: Marian Birk,
Secretary

Warranty Deed
Dated & Ack'd. June 29, 1972
Rec. for Rec. June 30, 1972
Volume 3621, page 350

to

BBS Development Company

Conveys the premises described in the Heading of this Continuation to Abstract of Title subject to all easements, restrictions, leases and other limitations of record, and to the obligations to BBS Land Company and/or Walter H. Becher, Catherine B. Schmucker, and Paul H. Becher as contained in an Agreement with said parties dated June 28, 1967, the terms of which are incorporated by reference.

NO. 80

Affidavit of
Donald E. Fiely and
Arnold R. Shifman

Affidavit
Sworn to - May 1, 1974
Rec. for Rec. May 1, 1974
Volume 3798, page 36

ERGAZOS & HILLIBISH
ATTORNEYS AT LAW

552 CITIZENS
SAVINGS BLDG.
CANTON, OHIO
44702

(216) 483-0185

The above affidavit recites as follows: "That the deed executed by BBS Land Company to BBS Development Company and received for record by the Stark County Recorder on June 30, 1972, and recorded in Volume 3621, page 350 of the Stark County Records, recites, among other things, 'Subject also to provisions in Agreement dated June 28, 1967, between BBS Land Company and/or Walter H. Becher, Catherine B. Schmucker, and Paul H. Becher'".

Affiants state that said paragraph is null and void and of no effect by virtue of the terms set forth in an agreement dated December 11, 1973, by and between Paul H. Becher, Catherine B. Schmucker, and Mahlon Schmucker, executor of the Estate of Walter H. Becher, deceased, and Selm Schuller, BBS Development Company and BBS Land Company.

NO. 81

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

Plaintiffs

vs.

BBS Land Company,
BBS Development Company, and
Selm Schuller,

Defendants

Law.
1970, Aug. 25. Complaint and
Praecipe filed.

1974, Jan. 3. Case settled. BBS
Development Co. to pay costs.
No record.
Costs paid.
Case No. 114870
Appearance Docket 243,
page 114870

Stark County Clerk of Courts
Office.

The following judgment entry was filed in the above case: "Case settled. Complaint of plaintiffs and cross-claim of defendant, BBS Development Company dismissed with prejudice. BBS Development Company is hereby ordered to convey 93.724 acres in Plain Township, Stark County, Ohio to BBS Land Company. Defendant BBS Development Company to pay costs. No record."

Civil Journal 28, page 399.
Stark County Clerk of Courts Office.

NO. 82

BBS Development Company
By: Selm Schuller,
President
By: Marian Birk,
Secretary

Warranty Deed
Dated & Ack'd. December 21, 1973
Rec. for Rec. December 26, 1973
Volume 3739, page 215

to

BBS Land Company

Conveys the premises described in the Heading of this Continuation to Abstract of Title.

Paul H. Becher,
 Catherine B. Schmucker,
 Mahlon Schmucker,
 Executor of the estate of
 Walter H. Becher,
 Selm Schuller,
 BBS Development Company,
 By: Selm Schuller, President
 By: Marian F. Birk, Secretary,
 and
 BBS Land Company,
 By: Selm Schuller, President
 By: Marian F. Birk, Secretary

Agreement
 Dated - May 9, 1974
 Rec. for Rec. - May 10, 1974
 Volume 3798, page 127

The above memorandum of agreement recites as follows:

"This Memorandum of Agreement entered in to at Canton, Ohio, this 9th day of May, 1974, by and between Paul H. Becher, Catherine B. Schmucker and Mahlon Schmucker, Executor of the Estate of Walter H. Becher, deceased, hereinafter sometimes jointly referred to as 'Bechers', and Selm Schuller, BBS Development Company and BBS Land Company.

"WITNESSETH: Whereas, the parties hereto entered into an Agreement and Mutual Release on December 11, 1973, which Agreement and Release resolved all matters at issue in the pending Court action filed in the Common Pleas Court of Stark County, Ohio, Case No. 114870, and

"Whereas, certain portions of said Agreement affect the real estate located in the City of Canton, Ohio and Plain Township, Stark County, Ohio, and described in said Agreement as follows:

"1. 93.724 acres located in the Northwest Quarter of Section 23, Plain Township, Stark County, Ohio.

"2. Lots Nos. 38785, 38786, 38787, 38788, 38789, 38799, 38800, 38804, 38828, 38829, 38830, and 38831; also Out Lot No. 881 consisting of approximately 36 acres, all located in the City of Canton, Ohio.

"Now, therefore, it is agreed by and between the parties hereto as follows:

"Paragraph 3 of Agreement: It is agreed among all parties hereto that the voting trust agreement entered into on or about July 5, 1967 by and between Walter H. Becher, Paul H. Becher and Catherine B. Schmucker, as shareholders of BBS Land Company and Trustors, and BBS Development Company as Voting Trustees, is hereby this date canceled and terminated and all parties are released from any obligations and duties created thereunder.

"Paragraph 7 of Agreement: BBS Development Company shall authorize by corporate resolution the reconveyance of, and shall, acting through its duly authorized officers, forthwith reconvey to BBS Land Company, by warranty deed, all right, title, and interest to approximately 93.724 acres located in the Northwest Quarter, Section 23, Plain Township, Stark County, Ohio, previously owned by the Bechers, conveyed by them to BBS Land Company and subsequently again conveyed to BBS Development Company.

"Paragraph 12 of Agreement: BBS Development Company shall have first right of refusal to meet any bona fide offer to purchase from BBS Land Company any part or all of said 93.724 acre tract herein mentioned. Upon receipt of a bona fide offer of purchase of all or part of said tract by BBS Land Company, it shall notify BBS Development Company in writing of such offer, and BBS Development Company shall have sixty (60) days to meet such bona fide offer. Upon failure to meet such offer, BBS Land Company shall be free to sell said part or whole to others at the offering price. If BBS Land Company thus sells part of said tract to others, BBS Development Company's right of first refusal shall still apply to all remaining parts of said tract. BBS Development Company is hereby granted the right of access to said property to test the soil and otherwise investigate the property to aid in determining whether to purchase. This option expires in twenty-one (21) years."

NO. 84

BBS Land Company
By: Paul H. Becher, President
By: Catherine B. Schmucker,
Secretary

Warranty Deed
Dated & Ack'd. June 13, 1974
Rec. for Rec. June 21, 1974
Volume 3753, page 793

to

Paul H. Becher,
Catherine B. Schmucker,
Mildred M. Becher,
Mahlon Schmucker, and
Gwendolyn Schmucker

Conveys an undivided 125/300 interest to Paul H. Becher, an undivided 95/300 interest to Catherine B. Schmucker, an undivided 50/300 interest to Mildred M. Becher, an undivided 27/300 interest to Mahlon Schmucker, and an undivided 3/300 interest to Gwendolyn Schmucker in and to the premises described at Section 78, subject to easements, restrictions, leases, conditions or limitations of record.

NO. 85

Paul H. Becher and
Emma K. Becher,
husband and wife,

Warranty Deed
Signed & Ack'd. August 28, 1973
Rec. for Rec. August 29, 1973
Volume 3709, page 212

to

L. H. Dieringer, Inc.

Conveys the premises situated in the Township of Plain, County of Stark and State of Ohio and known as and being a part of the Northwest quarter of Section No. 23, Township No. 11 (Plain), and Range No. 8, described as follows: Beginning at a stone at the Southeast corner of said Quarter; thence North 5 deg. and 30 min. East, with the East line of said Quarter, 825 feet to a stone; thence North 85 degrees West, and parallel with the south line of said quarter, 528 feet to a stone; thence South 5 deg. and 30 min. West, and parallel with the East line of said Quarter, 825 feet to a stone on the South line of said Quarter; thence South 85 deg. East 528 feet to the place of beginning and containing 10 acres of land, be the same more or less, subject to all legal highways.

EXCEPTING THEREFROM:

Situated in the Township of Plain, County of Stark and State of Ohio and known as and being a part of the Northwest Quarter of Section No. 23, Township No. 11, and Range 8, bounded and described as follows: Beginning for the same at a stone marking the Southeast corner of the said Northwest Quarter of Section No. 23; thence North 5 deg. 37 min. East, and along the East line of the said Northwest Quarter a distance of 571.60 feet to a spike in center line of Middlebranch Avenue, the same being the P. T. of a curve to be described later; thence continuing North 5 degrees 37 min. East and along the said center line of Middlebranch Avenue, a distance of 43.4 feet to a spike, and being the true place of beginning of the tract of land herein further described; thence North 83 deg. 55 min. West a distance of 265.00 feet to an iron pin, and passing through an iron pin 30.0 feet West set on the West property line of Middlebranch Avenue; thence South 5 degrees 37 min. West and parallel to said Avenue, a distance of 120 feet to an iron pin; thence South 83 deg. 55 min. East a distance of 260.95 feet to a point in the center line of Middlebranch Avenue, and passing through an iron pin 30.03 feet West set on the West property line of said Avenue; thence along the said center line of Middlebranch Avenue and being a curve to the left and having a delta angle of 23 degrees 31 minutes and a radius of 718.22 feet a distance of 76.62 feet to the P.T. of the said curve; thence North 5 deg. 37 min. East and continuing along the said center line a distance of 43.4 feet to a spike; the same being the true place of beginning and thereby ending the same, containing 0.726 of an acre.

No. 86

L. H. Dieringer, Inc.
by Leroy H. Dieringer, President
Florence J. Dieringer, Secretary

Warranty Deed
Signed & Ack'd. June 2, 1977
Rec. for Rec. June 6, 1977
Volume 3963, page 804

to

D.M.S. Development Company,
a partnership

Conveys the following described premises:

Known as and being a part of the Northwest Quarter of Section No. 23, Township No. 11 (Plain), and Range No. 8, described as follows:

Beginning at a stone at the southeast corner of said Quarter; thence north 5 deg. and 30 min. east, with the east line of said Quarter, 825 feet to a stone; thence north 85 deg. west, and parallel with the south line of said Quarter, 528 feet to a stone; thence south 5 deg. and 30 min. west, and parallel with the east line of said Quarter, 825 feet to a stone on the south line of said Quarter; thence south 85 deg. east 528 feet to the place of beginning and containing 10 acres of land, be the same more or less, subject to all legal highways.

EXCEPTING THEREFROM:

Situated in the Township of Plain, County of Stark and State of Ohio and known as and being a part of the Northwest Quarter of Section No. 23, Township No. 11, and Range 8, bounded and described as follows: Beginning for the same at a stone marking the Southeast corner of the said Northwest Quarter of Section No. 23; thence North 5 degrees 37 minutes East, and along the East line of the said Northwest Quarter a distance of 571.60 feet to a spike in center line of Middlebranch Avenue, the same being the P.T. of a curve to be described later; thence continuing North 5 degrees 37 minutes East and along the said center line of Middlebranch Avenue, a distance of 43.4 feet to a spike, and being the true place of beginning of the tract of land herein further described; thence North 83 degrees 55 minutes West a distance of 265.00 feet to an iron pin, and passing through an iron pin 30.0 feet West set on the West property line of Middlebranch Avenue; thence South 5 degrees 37 minutes West and parallel to said Avenue, a distance of 120 feet to an iron pin; thence South 83 degrees 55 minutes East a distance of 260.95 feet to a point in the Center line of Middlebranch Avenue, and passing through an iron pin 30.03 feet West set on the West property line of said Avenue; thence along the said center line of Middlebranch Avenue and being on a curve to the left and having a delta angle of 23 degrees 31 minutes and a radius of 718.22 feet a distance of 76.62 feet to the P.T. of said curve; thence North 5 degrees 37 minutes East and continuing along the said center line a distance of 43.4 feet to a spike, the same being the true place of beginning and thereby ending the same, containing 0.726 of an acre, subject to the legal rightway of all highways.

NO. 87

Paul H. Becher and
Emma K. Becher,
husband and wife,
Mildred M. Becher,
widow and unmarried,
Catherine B. Schmucker,
widow and unmarried, and
Mahlon C. Schmucker and
Gwendolyn Schmucker,
husband and wife,

Warranty Deed
Signed & Ack'd. June 2, 1977
Rec. for Rec. June 6, 1977
Volume 3963, page 812

to

D.M.S. Development Company,
a partnership

Conveys the premises described at Section 23 of this abstract, subject to all easements, restrictions, leases, conditions or other limitations of record, including sewer easement to Stark County, Ohio recorded in Volume 3430, Page 574, Stark County, Ohio Recorders Records, drainage easement to Joseph A. Sturrett, Stark County Engineer, recorded in Volume 2939, Page 699, Stark County, Ohio Recorders Records, supplemental gas storage agreement to East Ohio Gas Company, recorded in Volume 1408, Page 394, Stark County, Ohio Recorders Records, lease to East Ohio Gas Company recorded in lease Volume 32, Page 407, Stark County, Ohio Recorders Records, right-of-way to East Ohio Gas Company, recorded in Volume 1309, Page 164, Stark County Recorders Records, easement to Ohio Power Company recorded in Volume 1236, Page 290, Stark County, Ohio Recorders Records and right-of-way to East Ohio Gas Company recorded in Volume 1198, Page 329, Stark County Recorders Records.

NO. 88

BBS Development Company,
By-Selm Schuller, President
Marian F. Birk, Secretary

Release of Option
Signed & Ack'd. May 2, 1977
Rec. for Rec. June 3, 1977
Volume 60, page 623

to

Mahlon C. Schmucker, Catherine B. Schmucker,
Gwendolyn Schmucker, Mildred M. Becher,
Paul H. Becher and Emma K. Becher

Waives and abandons and forever releases its first right of refusal as to the premises herein abstracted, the same having been obtained by said BBS Development Company pursuant to an agreement entered into December 11, 1973.

NO. 89

Certificate of Registration of Partnership was filed May 25, 1977 in the Office of Clerk of Courts, Common Pleas Court, Stark County, Ohio as No. 256. It shows that Leroy H. Dieringer, Norman W. Sponseller and Raymond N. Malcolm were partners transacting business under the name of D.M.S. Development Company. The date of the certificate is May 24, 1977.

NO. 90

NORWOOD HILLS ALLOTMENT NO. 1

PLAT

Dated June 17, 1977

Rec. for Rec. August 5, 1977

Plat Book 47, page 14

Allotment is laid out of 34.672 acres in the Northwest Quarter of Section No. 23 in Plain Township, Stark County, Ohio.

The following restrictions appear upon the plat:

1. Right of access to any dead end streets in this allotment is prohibited except from lots platted in conformity with the Stark County Regulations.
2. All lots to have sanitary sewer.
3. Iron pins to be set at all lot corners and curve points.
4. Access from lots on the Middlebranch Avenue N.E. is prohibited on this plat.
5. Zoning shall be R-1.
6. 1 and 2 family homes only on 50' streets.

EI ERGAZOS & HILLIBISH

ATTORNEYS AT LAW

552 CITIZENS

SAVINGS BLDG.

CANTON, OHIO

44702

(216) 453-0185

NORWOOD HILLS ALLOTMENT NO. 1

Protective Restrictions
Signed & Ack'd. August 12, 1977
Rec. for Rec. August 15, 1977
Volume 3988, page 724

Establishes the following conditions and restrictions which shall be applicable to lots in Norwood Hills Allotment No. 1:

FIRST. No lot shall be used or occupied for other than private residence purposes and no flat or apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family only.

SECOND. No building of any kind shall be moved; not more than one dwelling house shall be built on any one lot; the premises above described shall not be sub-divided or allotted except upon written approval of grantor, and no commercial advertising sign or billboard shall be erected or maintained on said premises; no sign advertising any lot for sale shall be larger than ten (10) square feet. No trailer, tent, basement, garage, or other outbuilding shall at any time be used either temporarily or permanently for residence purposes on said premises. No commercial, industrial or recreational vehicles such as, but not limited to, moving vans, trucks, tractors, trailers, wreckers, hearses, campers, mobile homes, compressors, concrete mixers, or buses, shall be regularly or habitually parked in front of residential property nor upon any residential property.

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

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

FIFTH. Any residence erected wholly or partially on any lot or any part or parts thereof, shall conform to the front building line requirements as indicated on said plat, and shall front or present a good frontage on the street designated, and on any corner lot it shall front or present a good frontage on both streets. Any residence erected wholly or partially on any of the lots in this Addition or part or parts thereof shall cost no less than \$45,000.00. This value is as of January 1, 1977 and its equivalent, according to building cost fluctuation, will be required at the time of building. All residence dwellings shall be constructed with materials approved by D.M.S. Development Company.

SIXTH. 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 projection for purely ornamental purposes, not to exceed three feet) shall be nearer the front lot line than that as shown by the building line on the recorded plat of NORWOOD HILLS ALLOTMENT NO. 1. This same provision shall apply to the outside lines of all corner lots.

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

TWELFTH. 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.

THIRTEENTH. On all corner lots the garage shall be designed in with the dwelling unless by special written consent from the Grantor. On all other lots the garage, if not designed in with the dwelling, shall be located with the advice and consent of the Grantor so as not to be detrimental to adjoining lots or to conflict with the general plan of beautifying the rear portions of lots as garden sites. The Grantor may disapprove the location of any garage which does not comply herewith. The owner shall cause a finished driveway to be provided within six (6) months after completion of the residence. The failure to provide such finished driveway within the time provided shall be cause for D.M.S. Development Company to have such finished driveway completed and the cost thereof would be charged to the owner of the property.

FOURTEENTH. No heating apparatus in or for any building upon the premises hereby conveyed shall be operated with any but smoke-free fuel, unless such apparatus be equipped, operated and maintained with such devices as will prevent smoke, provided, however, that this restriction does not apply to occasional fireplaces not used as primary heating sources.

FIFTEENTH. Grantor herein reserves the right to join in the organization of an association or company to whose membership the owners of lots in NORWOOD HILLS ALLOTMENT NO. 1 may be eligible. The objects of such an association or company shall include enforcement of restrictions in said allotment.

In consideration of like covenants between owners or lots in NORWOOD HILLS ALLOTMENT NO. 1 and their appointing D.M.S. Development Company their attorney-in-fact for the purposes herein stipulated, the owners agree that lots herein described shall not be leased or sublet or the possession or title passed, by deed or otherwise, unless and until consent thereto is given by the owners of the abutting lots, and the owners of lots in NORWOOD HILLS ALLOTMENT NO. 1 hereby irrevocably appoint D.M.S. Development Company as their attorney-in-fact, with full power of substitution, to execute such consent on behalf of the owners herein as to the abutting lots; 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 abutting lots. Such consent shall be endorsed upon the instrument passing 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 upon 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, added to, altered or extended with the written consent of the owner or owners of 75% of the lots in said NORWOOD HILLS ALLOTMENT NO. 1.

SEVENTEENTH. Any covenant or restriction 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 NORWOOD

HILLS ALLOTMENT NO. 1 by any proper, legal or equitable proceedings, the same being for the benefit of all present and future owners of land in said allotment. Whenever the word "Grantor" is used in provisions for enforcing or extending the said covenants or restrictions herein, an Association or Company that is composed of a majority of lot owners in said NORWOOD HILLS ALLOTMENT NO. 1 may be substituted and grantors' rights to enforce and extend restrictions hereunder may be transferred thereto, provided that all assignment of grantor's rights to enforce and extend the said covenants or restrictions shall be within the exclusive discretion of Grantor and any assignment of same must be in written form, otherwise null and void. In the event that said Association or Company so formed and constituted as above stipulated shall use undue discretion or discrimination against a property owner or owners so as to create liability upon Grantor for the sale price of said lot and/or all other damages, any assignment of Grantor's rights to enforce or extend said covenants previously made to said Association or Company shall immediately revert and reinvest in Grantor to the complete exclusion of said Association or Company.

EIGHTEENTH. The Grantor herein reserves the right of doing such maintenance of vacant property and streets as they 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 Five Cents per hundred square feet, with the further understanding that no one owner shall be assessed more than 200,000 square feet.

The Grantee___ agrees to pay said annual assessment to Grantor upon demand. Any and all unpaid assessments of the Grantee___, heirs or assigns, shall be a lien on the property herein conveyed.

NINETEENTH. Grantee___ agrees on demand to pay their proportion of water costs for extending these utilities and failure to pay the same shall give the Grantor a lien on the property herein conveyed for the final amount owing and unpaid thereon.

TWENTIETH. The covenants and restrictions hereinbefore set forth shall run with and bind the land hereinbefore described and all subsequent owners and occupants thereof.

TWENTY-FIRST. These restrictions shall be in full force and effect until December 31, 1982 unless extended beyond said date by affirmative action of any property owners association that may hereafter be organized by the owners of lots in NORWOOD HILLS ALLOTMENT NO. 1.

TWENTY-SECOND. Any covenants or restrictions contained herein may be enforced against any violation thereof by any present or future owner or owners of any lot located in NORWOOD HILLS ALLOTMENT NO. 1 by any proper legal or equitable proceeding, the same being for the benefit of all present and future owners of lots in said 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 FIFTEENTH may be substituted and grantors' rights hereunder transferred thereto.

L I E N S

NO. 92

Amos Becher and
Anna M., wife,

to

The East Ohio Gas Co.

LEASE

Dated: September 4, 1929
R f R: September 4, 1929
Recorded: Lease Rec. 32,
Page 407

NOT CANCELLED

Leases for the sole and only purpose of drilling and operating for oil and gas and all the constituents thereof, all that certain tract of land, situated in Plain Township, Section No. 22-23 in Stark County, Ohio, bounded substantially as follows:

North by lands of the Public Highway
East by lands of the Public Highway
South by lands of Boli Bros. - M. C. Greer
West by lands of The Wheeling & Lake Erie R. R.
containing 206 acres, more or less.

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

NO. 93

Amos Becher and
Anna M. Becher,

to

The East Ohio Gas Co.

Right of Way

Dated: February 16, 1938
Acknowledged: March 24, 1938
R f R: April 16, 1938
Recorded: Vol. 1198,
Page 329

Grants to The East Ohio Gas Company, its successors or assigns, the right of way, to lay, maintain, operate and relocate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products derived therefrom, and/or similar thereto, if the same shall be found necessary on, over, and through their lands, situate in Plain Township, Stark County, State of Ohio, and bounded and described as follows:

On the North by lands of Public Highway - Lutheran Church
On the East by lands of Public Highway - Peter Graber
On the South by lands of Peter Graber - D. D. Fraber - F. L. Boli - M. C. Greer
On the West by lands of Wheeling & Lake Erie Railroad with ingress and egress to and from the same.

NOTE: - First party signs, "Amos Becher" and is so acknowledged.

ERGAZOS & HILLIBISH

ATTORNEYS AT LAW

552 CITIZENS

SAVINGS BLDG.

CANTON, OHIO

44702

(216) 453-0185

Amos Becher and
Anna M. Becher, wife,

to

The Ohio Power Company

EASEMENT

Dated: Nov. 18, 1938
R f R: Jan. 16, 1939
Recorded: Vol. 1236, Page 290

Grants a right of way and easement to construct, erect, operate and maintain line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out or widened, abutting the following described lands situated in Plain Township, in the County of Stark in the State of Ohio, and part of Section No. 22-23, Township No. 11 N and Range No. 8 W and bounded:
On the North by lands of Hoover - Essig - S. A. Peretsky
On the East by lands of Catherine Beard - Dickes - Peter Graber
On the South by lands of C. D. Graber - Willow Brook Heights All't. No. 1 and
On the West by lands of Harvey Loehr.

NO. 95

Amos Becher and
Anna M. Becher,
Husband and Wife,

to

The East Ohio Gas Company

RIGHT OF WAY

Dated: November 22, 1940
R f R: January 25, 1941
Recorded: Vol. 1309, Page 164

Grants Right of Way over premises abstracted and other premises.

Grants to The East Ohio Gas Company the right to maintain, operate, re-locate and remove pipelines together with right to lay additional lines of pipe alongside of first line and change sizes of pipes.

NO. 96

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

to

The East Ohio Gas Company

**SUPPLEMENTAL GAS STORAGE
AGREEMENT**

S & A: November 1, 1943
R f R: January 11, 1944
Recorded: Vol. 1408, Page 394

Covers premises abstracted and other premises.

This agreement is for a period of ten (10) years and so much longer as gas is being produced, stored, withdrawn or held in storage, or oil is found on said premises.

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

NO. 97

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

Easement for Drainage Purposes
Signed: November 13, 1963
R f R: November 19, 1963
Volume 2939, Page 699

to

Joseph A. Sturrett,
Stark County Engineer

Easement for Drainage Purposes

Know all men by these presents that we the undersigned, owners of land situated on both the east and west sides of the proposed Dunloe Estates No. 1, located in the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, do hereby agree to accept all water passing through and from said allotment and more specifically to be outlet at the following points:

1. A drainage area of approximately 80 acres and outleting about 435 feet south of the northwest corner of the above mentioned Quarter Section 23.
2. A drainage area of approximately 40 acres and outleting about 1475 feet south of the northwest corner of the above mentioned Quarter Section 23.
3. A drainage area of approximately 13 acres and outleting about 2080 feet south of the northwest corner of the above mentioned Quarter Section 23.

NO. 98

Walter H. Becher and
Edith G. Becher,
husband and wife,

Sewer Easement
Dated & Ack'd. December 2, 1969
Rec. for Rec. December 30, 1969
Volume 3430, page 574

to

Stark County, Ohio

The above easement recites that the County of Stark, State of Ohio, has established a sewer district in Plain Township, Stark County, Ohio, known as Nimishillen Sewer District, Northeast

Division, for the purpose of constructing, maintaining, and operating a sanitary sewer in said district and the grantors, Walter Becher, et al. have constructed a sanitary sewer through property owned by them, and in consideration of the future operation and maintenance, grants and releases unto Stark County, Ohio, an easement for maintaining, operating, and repairing so much of said sewer of which course is described as follows:

Known as and being a part of the Northwest Quarter of Section 23, Township 11 (Plain), Range 8, Stark County, Ohio, and being a strip of land 50 feet in width, 25 feet on each side of the following described centerline of 52nd Street, N.E. extended: Beginning in the centerline of 52nd Street, N.E. at its intersection with the East line of Dunloe Estates No. 2 as recorded in Volume 36, page 57 of the Stark County Plat Records, and the true place of beginning of the easement herein described; thence North 60° 32' 00" East and along the centerline of 52nd Street, N.E. extended for a distance of 42.67 feet to a point and the arc of a curve to the right having a central angle of 34° 54' 30" and a radius of 318.05 feet; thence along the arc of said curve to the right and the centerline of 52nd Street, N.E. extended, for a distance of 193.78 feet and there ending. Said easement being for ingress and egress and regress, with the right at all times to repair or maintain said sewer.

NOTE: The above easement is over part of the premises described in the Heading of this Abstract of Title, namely, the extension of 52nd Street, N.E. However, the Grantors did not own the premises herein abstracted at the time said easement was granted.

NO. 99

D.M.S. Development Company,
a partnership, by
Leroy H. Dieringer,
Norman W. Sponseller and
Raymond N. Malcolm,
all of its partners,

Mortgage \$584,000.00
Signed & Ack'd. June 2, 1977
Rec. for Rec. June 6, 1977
Volume 4016, page 813
NOT CANCELLED

Cancelled on Record 4-10-80

to

The Harter Bank and Trust Company
Attorney at Law

Conveys the premises herein abstracted and other premises to secure a promissory note in the principal amount of \$584,000.00.

NO. 100

No Other Mortgages, Land Contracts, Leases, Mechanic's Liens, Division of Aid for Aged Liens, nor Security Interests.

NO. 101

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

NO. 102

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

NO. 103

TAXES AND ASSESSMENTS

Said premises appear upon the Tax Duplicate as follows:

Name: Becher, Paul H., et al
Parcel No.: 52-00081
Descr.: 23 PNW 93.72 A
Value: Land-\$13,440.00; Building-\$530.00
Taxes: December, 1976 taxes in the amount of \$205.03

are paid.

June, 1977 taxes in the amount of \$205.03 are paid.

Name: L. H. Dieringer, Inc.
Parcel No.: 52-11613
Descr.: 23 PNW 9.27 A
Value: Land-\$11,340.00
Taxes: December, 1976 taxes in the amount of \$166.43

are paid.


June, 1977 taxes in the amount of \$166.43 are paid.

No assessments shown on Tax Duplicate.

No search has been made for assessments except as noted upon the Tax Duplicate.

* * * * *

I hereby certify that the foregoing Abstract of Title consisting of 103 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 the premises described in the Heading of the foregoing Abstract, as shown by the general indices in the several county offices in and for Stark County, Ohio.



JOHN W. ERGAZOS, Abstractor

Dated at Canton, Ohio
August 26, 1977
at 8:30 A.M.

CONTINUATION TO ABSTRACT OF TITLE to Lot Number 44 in Norwood Hills Allotment No. 1, Plain Township, Stark County, Ohio as said lot is numbered and designated upon the plat of said allotment recorded in Plat Book 47, page 14, Stark County Plat Records, said Continuation showing changes affecting the title thereto since and including August 26, 1977.

NO. 104

No Deeds.

NO. 105

D.M.S. Development Company, an Ohio General Partnership, by Leroy H. Dieringer, Raymond N. Malcolm, and Norman W. Sponseller, All of its partners

Deed of Easement Signed & Ack'd. July 26, 1978 Rec. for Rec. July 27, 1978 Volume 4090, Page 816

to

Ohio Power Company

Grants an easement over a 5 foot strip of land off the entire West side of the premises herein abstracted for an underground electric distribution system, including telegraph and telephone wires, on, upon, under, through, and across said premises together with other rights and privileges as shown in the copy of the easement attached to this Continuation.

NO. 106

No Mortgages, Land Contracts, Leases, Mechanic's Liens, Division of Aid for Aged Liens, nor Security Interests.

The mortgage shown at Section 99 of this Abstract of Title remains uncanceled.

NO. 107

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

NO. 108

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

NO. 109

TAXES AND ASSESSMENTS

Said premises appear upon the Tax Duplicate as follows:

Name: D.M.S. Development Company
Parcel No.: 52-13137
Descr.: Lot 44 Norwood Hills No. 1
Value: Land-\$80.00
Taxes: December, 1977 taxes in the amount of \$1.12

are paid.

June, 1978 taxes in the amount of \$1.12 are paid.

CONTINUATION TO ABSTRACT OF TITLE to Lot Number 44 in Norwood Hills Allotment No. 1, Plain Township, Stark County, Ohio as said lot is numbered and designated upon the plat of said allotment recorded in Plat Book 47, page 14, Stark County Plat Records, said Continuation showing changes affecting the title thereto since and including August 26, 1977.

NO. 104

No Deeds.

NO. 105

D.M.S. Development Company, an Ohio General Partnership, by Leroy H. Dieringer, Raymond N. Malcolm, and Norman W. Sponseller, All of its partners

Deed of Easement Signed & Ack'd. July 26, 1978 Rec. for Rec. July 27, 1978 Volume 4090, Page 816

to

Ohio Power Company

Grants an easement over a 5 foot strip of land off the entire West side of the premises herein abstracted for an underground electric distribution system, including telegraph and telephone wires, on, upon, under, through, and across said premises together with other rights and privileges as shown in the copy of the easement attached to this Continuation.

NO. 106

No Mortgages, Land Contracts, Leases, Mechanic's Liens, Division of Aid for Aged Liens, nor Security Interests.

The mortgage shown at Section 99 of this Abstract of Title remains uncanceled.

NO. 107

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

NO. 108

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

NO. 109

TAXES AND ASSESSMENTS

Said premises appear upon the Tax Duplicate as follows:

Name: D.M.S. Development Company
Parcel No.: 52-13137
Descr.: Lot 44 Norwood Hills No. 1
Value: Land-\$80.00
Taxes: December, 1977 taxes in the amount of \$1.12

are paid.

June, 1978 taxes in the amount of \$1.12 are paid.

No assessments shown on Tax Duplicate.

No search has been made for assessments except as noted upon the Tax Duplicate.

* * * * *

I hereby certify that the foregoing Continuation to Abstract of Title, consisting of Sections Numbers 104 to 109 inclusive, 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 of 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 August 26, 1977.

John W. Ergazos

JOHN W. ERGAZOS, Abstractor

Dated at Canton, Ohio
July 24, 1978
at 8:30 A.M.

Plain Township Historical Society

JOHN W. ERGAZOS
ATTORNEY AT LAW
552 CITIZENS
SAVINGS BLDG.
CANTON, OHIO
44702
(216) 453-0185

**TRANSFER
NOT NECESSARY**
JUL 27 1978
WILLIAM B. BOWMAN
AUDITOR STARK COUNTY
M.A.W. Deputy

21373
21373

IN COMPLIANCE
WITH ORC 319.202

JUL 27 1978

WILLIAM B. BOWMAN
STARK COUNTY AUDITOR

DEED OF EASEMENT

EXP. FEE MIC DEPUTY

THIS INDENTURE, made this 26th day of July, 1978, by and between D.M.S. DEVELOPMENT COMPANY, an Ohio General Partnership, herein called "Grantor" and OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, herein called "Company",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) in hand paid to Grantor by Company, receipt of which is hereby acknowledged, said Grantor hereby grants, bargains, sells, conveys and warrants to Company, a right-of-way and easement for an underground electric distribution system, including telegraph and telephone wires, on, upon, under, through and across the following described lands situated in the Township of Plain, County of Stark and State of Ohio and being a five (5) foot strip of land off the entire North side of Lot No. 44 in Norwood Hills Allotment No. 1, as recorded in Plat Book 47, page 14, Stark County Plat Records.

Together with the right to Company, to lay, re-lay, construct, reconstruct, operate, maintain, inspect, protect, repair, replace, renew, add to the number of, relocate and remove, wires, cables, transformers, service pedestals, and fixtures on, upon, under, through, and across said utility easement; the right to cut, trim and/or otherwise control and, at Company's option, remove from said lands any trees, brush, buildings, structures, or other obstructions, except as hereinafter provided, within said utility easement; and the right of ingress and egress, in and over existing or future roads and lanes and other reasonable routes on said lands; together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted.

It is understood and agreed between the parties hereto:

1. The Grantor reserves the right to cultivate or otherwise use said lands in any way not inconsistent with the rights herein granted; however, (a) no building, structure, or tree shall be placed by the Grantor within said utility easement; and (b) no excavation deeper than eighteen (18) inches shall be made within said utility easement.

2. The facilities to be constructed hereunder shall be located within the five foot utility easement herein granted.

3. Company shall, in the construction, operation and maintenance of said facilities, level the surface of the ground, and,

4. This instrument contains all agreements expressed or implied between the parties hereto and shall inure to the benefit of and be binding upon their heirs, executors, administrators, lessees, successors and assigns.

TO HAVE AND TO HOLD the same unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused the signatures of the partners to be hereunto affixed this 26th day of July, 1978.

Signed and acknowledged in the presence of:

D.M.S. DEVELOPMENT COMPANY

John J. Ergazos

by: Leroy H. Dieringer
LEROY H. DIERINGER

Dena J. Rapp

by: Raymond N. Malcolm
RAYMOND N. MALCOLM

by: Norman W. Sponseller
NORMAN W. SPONSELLER

All of its Partners

STATE OF OHIO
SS:
STARK COUNTY

Before me, a notary public in and for said County and State, personally appeared the above named Leroy H. Dieringer, Raymond N. Malcolm and Norman W. Sponseller, being all of the partners of D.M.S. Development Company, who acknowledged that

Plain Township Historical Society

they did sign the foregoing instrument and that the same is their free act and deed.

In witness whereof, I have hereunto set my hand and official seal at Canton, Ohio this 26th day of July, 1978.

John W. Ergazos
NOTARY PUBLIC

This instrument prepared by:

John W. Ergazos
Attorney at Law

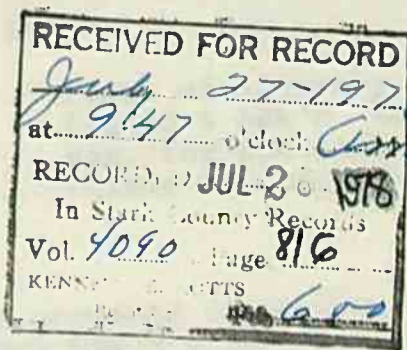
STATE OF OHIO, Notary Public at Law
Notary Public, State of Ohio
My Commission Expires No Expiration Date
Section 14.03 RC.

CLERK'S PARTNERSHIP CERTIFICATE

I, *James S. Freeman* hereby certify this *26th* day of *July* 1978 that the partnership of *B. M. Development Co.*

has filed the certificate of partnership required by D.C. 1771.02

James S. Freeman
Clerk of Courts
By: *[Signature]*
Deputy Clerk



CONTINUATION TO ABSTRACT OF TITLE to Lot Number 44 in Norwood Hills Allotment No. 1, Plain Township, Stark County, Ohio as said lot is numbered and designated upon the plat of said allotment recorded in Plat Book 47, page 14, Stark County Plat Records, said Continuation showing changes affecting the title thereto since and including July 24, 1978.

NO. 110

D.M.S. Development Company,
a partnership, by
Leroy H. Dieringer,
Raymond N. Malcolm and
Norman W. Sponseller,
All of its partners

Warranty Deed
Signed & Ack'd. July 24, 1978
Rec. for Rec. August 14, 1978
Volume 4102, page 942

to

Raymond N. Malcolm

Conveys the premises herein abstracted subject to the easements, restrictions, leases, conditions or other limitations of record, including sewer easement to Stark County, Ohio recorded in Volume 3430, page 574, Stark County Deed Records, drainage easement to Joseph A. Sturrett, Stark County Engineer, recorded in Volume 2939, page 699, Stark County Deed Records, supplemental gas storage agreement to East Ohio Gas Company recorded in Volume 1408, page 394, Stark County Deed Records, lease to East Ohio Gas Company recorded in Volume 32, page 407, Stark County Lease Records, right-of-way to East Ohio Gas Company recorded in Volume 1309, page 164, Stark County Deed Records, easement to Ohio Power Company recorded in Volume 1236, page 290, Stark County Deed Records and right-of-way to East Ohio Gas Company recorded in Volume 1198, page 329, Stark County Deed Records.

Further subject to the conditions, restrictions, and reservations as contained upon the plat recorded in Plat Book 47, page 14, Stark County Plat Records and as contained in an instrument recorded in Volume 3988, page 724, Stark County Deed Records.

Also subject to an easement to Ohio Power Company recorded in Volume 4090, page 816, Stark County Deed Records to which reference is hereby made.

The deed bears a stamp from the Stark County Clerk of Courts certifying that the partnership has filed the Certificate of Partnership required by Section 1777.02, Ohio Revised Code.

NO. 111

Olga S. Malcolm,
wife of Raymond N. Malcolm,

Power of Attorney
Signed & Ack'd. August 19, 1976
Rec. for Rec. August 24, 1976
Volume 15, page 279

to

Raymond N. Malcolm

Makes, constitutes and appoints Raymond N. Malcolm her true and lawful attorney to transact every kind of business including the receipt, recovery, collection, payment, compromise, settlement and adjustment of all accounts, legacies, bequests,

JOHN W. ERGAZOS
ATTORNEY AT LAW

552 CITIZENS

SAVINGS BLDG.

CANTON, OHIO

44702

(216) 453-0185

interests, dividends, annuities, demands, debts, taxes and obligations, which may now or hereafter be due, owing or payable by me or to me; to make, endorse, accept, receive, sign, execute, acknowledge and deliver deeds, assignments, leases, mortgages, agreements, certificates of title, checks, notes, bonds, receipts and any other instruments in writing as in his judgment may be necessary or proper; to deposit and withdraw in either my said attorney's name or my name or jointly in both our names in or from any banking institutions, any funds, negotiable paper or money which may come into my said attorney's hands as such attorney or which I now or hereafter may have on deposit; to institute, prosecute, defend and compromise, legal, equitable or administrative hearings, actions, attachments, or other proceedings, or otherwise engage in litigation for or on my behalf; to act as my attorney or proxy in respect of any stocks, shares, bonds, or other investments, rights or interests in any property of any kind, whether it be real, personal or mixed, which I may now or hereafter own; to buy, receive, lease, accept or otherwise acquire, to sell, convey, mortgage, pledge, quit claim or otherwise encumber or dispose of, or to contract or agree for the acquisition, disposal or encumbrance of, any property whatsoever and wheresoever situated, be it real, personal or mixed, or any custody, possession, interest or right therein or pertaining thereto, upon such terms as my said attorney shall think proper; to take, hold, possess, invest, lease or let, or otherwise manage any or all of my real, personal or mixed property, or any interest therein, including proper in any safety deposit box. This Power of Attorney shall not be affected by disability of the principal. The above specifically enumerated powers are in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof.

NO. 112

Harter Bank and Trust Company, by
Harold W. Price, its Vice President
John D. Leahy, its Loan Officer

Partial Mortgage Release
Signed & Ack'd. August 11, 1978
Rec. for Rec. August 14, 1978
Volume 65, page 180

to

D.M.S. Development Company

Releases the premises herein abstracted from the operation of the mortgage recorded in Volume 4016, page 813, Stark County Deed Records.

NO. 113

No Mortgages, Land Contracts, Leases, Mechanic's Liens, Division of Aid for Aged Liens, nor Security Interests.

NO. 114

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

NO. 115

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

JOHN W. ERGAZOS

ATTORNEY AT LAW

852 CITIZEN

SAVINGS BLDG.

CANTON, OHIO

44702

(216) 453-0185

No feeblemindedness or lunacy found of record nor are there any matters appearing of record in the Stark County Probate Court affecting the premises herein abstracted.

TAXES AND ASSESSMENTS

Taxes and assessments are as shown at Section 109 of the preceding Continuation.

* * * * *

I hereby certify that the foregoing Continuation to Abstract of Title, consisting of Sections Numbers 110 to 117 inclusive, 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 of 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 24, 1978.

John W. Ergazos

JOHN W. ERGAZOS, Abstractor

Dated at Canton, Ohio
August 17, 1978
at 8:30 A.M.

Plain Township Historical Society

SHORT FORM CONTINAUTION

No. 118

Raymond N. Malcolm,
Married

Warranty Deed - \$1.00
Dated - August 14, 1978
Rec'd - August 22, 1978
at 11:00 A.M.
Volume 4103, Page 683

to

James F. Keogh and
Deloris A. Keogh

Conveys the premises described as to heading of the Continuation dated August 17, 1978 and subject to easements as contained in Section 110.

NOTE: Olga S. Malcolm, wife of Raymond N. Malcolm, by Raymond N. Malcolm, her attorney-in-fact, releases dower.

Consent to transfer given by John W. Ergazor, the attorney-in-fact for owners of Lots 43 & 45.

L I E N S

No. 119

James F. Keogh and
Deloris A. Keogh,
Husband and Wife

Mortgage - \$70,400.00
Dated - August 21, 1978
Rec'd - August 22, 1978
at 11:06 A.M.
Volume 4131, Page 400
NOT CANCELLED

to

The Citizens Savings
Association

*CANCELLED ON RECORD
February 22, 1980*

Attorney at Law

Covers the premises referred to above and subject to the same therein.

*

*

*

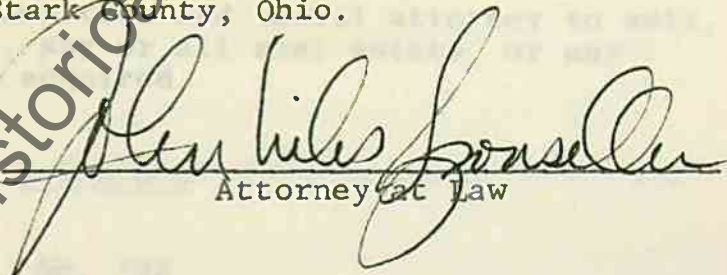
*

CONTINUATION

No. 120

No. Deeds of Conveyance

I hereby certify that the foregoing instruments are the only instruments filed for record since and including the 17th day of August, 1978, 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.

Plain Township Historical Society

Attorney at Law

Canton, Ohio

August 22, 1978
at 11:06 A.M.

S-4839

Plain Township Historical Society

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

No Special Assessments or No. 120 Tax Duplicate.

No Deeds of Conveyance.

No Federal Tax, Delinquent No. 121 Tax, Recognition Bond or Unemployment Compensation Liens.

Deloris A. Keogh,
to

Power of Attorney
Dated - August 24, 1978
Rec'd - August 24, 1978
Volume 16, Page 673

James F. Keogh.

Appoints James F. Keogh her true and lawful attorney to sell, convey, mortgage, lease, etc., any or all real estate, or any interest therein now owned or acquired.

No Judgments, Foreign L I E N S or Pending Suits which are living liens on said premises.

No. 122

No Mortgages.

No. 123

No Leases, Mechanic's Liens or Security Interests.

No. 124

TAXES: Parcel 52-13137 Lot 44 Wh.
Land Value - \$7030 Building Value - \$11,040
Keogh, James F. & Deloris A.

Due First Half of Year 1979 as follows:

Current Real Estate Tax	\$ 391.21
Tax Reduction	132.85
10% Reduction	25.84
2.5% Disc.	6.46
Net Tax	<u>226.06</u>
Delinquent	<u>.02</u>

\$ 226.08 Due & Payable

Plain Township Historical Society

No. 125

No Special Assessments listed on the Tax Duplicate.

No. 126

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

No. 127

No Guardianship or other proceedings in the Probate Court of Stark County, Ohio.

No. 128

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

* * * * *

Plain Township Historical Society

[Handwritten signature]

at 9:00 o'clock A. M.
February 14, 1947

I hereby certify that the foregoing CONTINUATION consisting of Sections Nos. 120 to 128, 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 22nd day of August, 1978, 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,
February 14, 1980,
at 9:00 o'clock A. M.

S-6253

SHORT FORM CONTINUATION

No. 129

No Deeds of Conveyance.

L I E N S

No. 130

Norwood Hills Allotment No. 1
James F. Keogh and
Deloris A. Keogh,
husband and wife,

Mortgage \$80,000.00
Dated - February 19, 1980
Rec'd - February 20, 1980
at 2:55 P. M.

John Julius Gonselle
Clerk of Record 6/15/83
Attorney at Law

to

Volume 4253, Page 205
NOT CANCELLED

The Citizens Savings
Association.

Covers the premises described in the caption of the CONTINUATION dated August 17, 1978.

Subject to all items referred to in Section No. 110 of said CONTINUATION.

* * * * *

I hereby certify that the foregoing instrument is the only instrument filed for record since and including the 14th day of February, 1980, 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.

John Julius Gonselle

Attorney at Law

Canton, Ohio,
February 20, 1980,
at 2:55 o'clock P. M.

CONTINUATION TO ABSTRACT OF TITLE to Lot Number 44 in Norwood Hills Allotment No. 1, Plain Township, Stark County, Ohio, as said lot is numbered and designated upon the plat of said allotment recorded in Plat Book 47, Page 14, Stark County Plat Records.

No. 131

No Deeds of Conveyance.

L I E N S

No. 132

No Mortgages.

No. 133

Norwood Hills Allotment No. 1

Amendment of Restrictions
Dated: December 26, 1982
& Dec. 29, 1982
Rec'd: December 30, 1982
at 12:33 P.M.
Volume 72, Page 383

We, the undersigned, being owners of a majority of lots of Norwood Hills Allotment No. 1, Plain Township, Stark County, Ohio, which lots are shown upon the plat recorded in Plat Book 43, Page 14, Stark County Plat Records, do hereby agree to an amendment of the restrictions for said allotment as set forth in Volume 3988, Page 724, Stark County Deed Records in providing that Restriction 21 shall be amended to extend the restrictions until December 31, 1986.

NOTE: The above Amendment was signed by James F. Keogh and Deloris A. Keogh.

No. 134

No Leases, Mechanic's Liens or Security Interests.

No. 135

TAXES: PARCEL #52-13137 44 WH NORWOOD HILLS ALL'T
LV: \$7,980 BV: 26,460 #1

KEOGH, James F. & Deloris A.

Current Real Estate Tax	\$835.17	
State Tax Reduction	-265.75	
10% Rollback	- 56.94	
2.5% Discount	- 14.23	
TOTAL	\$498.25	PAID

No Special Assessments listed on the Tax Duplicate.

No. 136

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

No. 137

No Guardianship or other proceedings in the Probate Court of Stark County, Ohio.

No. 138

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

No Proceedings shown by the Indexes of the United States Bankruptcy Court for the Northern District of Ohio.

I hereby certify that the foregoing CONTINUATION consisting of Sections Nos. 131 to 138, 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 20th day of February, 1980, 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.

John Miles Gonseller

Attorney at Law

Canton, Ohio

June 6, 1983 at 8:30 A.M.

S-7797

SHORT FORM CONTINUATION to Abstract of Title to premises situated in the Township of Plain, County of Stark and State of Ohio: Known as and being Lot Number Forty-four (44) in Norwood Hills Allotment No. 1, as recorded in Volume 47, Page 14, Stark County Plat Records.

No. 139

No Deeds of Conveyance

L I E N S

No. 140

James F. Keogh and
Deloris A. Keogh
by James F. Keogh
her Attorney in Fact by
virute of Power of Attorney
recorded in Volume 16,
Page 673, Stark County
Records.

Mortgage - \$80,000.00
Dated - June 8, 1983
Rec'd - June 8, 1983 at
3:54 P.M.
Volume 111, Page 503
NOT CANCELLED

to

The Citizens Savings Association

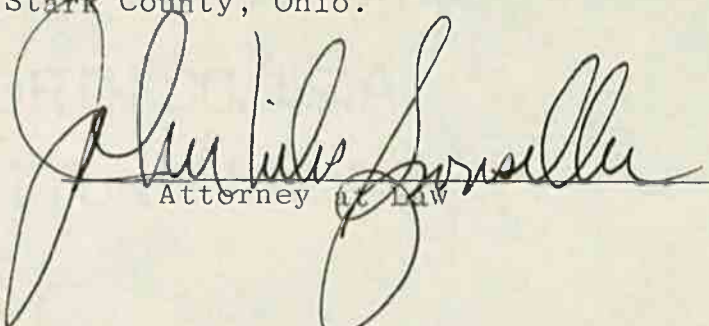
Covers premises described in Heading of this Short Form Continuation.

Subject to items recited at Section No. 110 of Continuation dated August 17, 1978 and also subject to amendment of restrictions for Norwood Hills Allotment No. 1, as recorded in Volume 72, Page 383, Stark County Records.

NOTE: Mortgage signed by James F. Keogh and Deloris A. Keogh.

* * * * *

I hereby certify that the foregoing instruments are the only instruments filed for record since and including the 6th day of June, 1983, 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

June 8, 1983 at 3:54 P.M.

S-7797