

Abstract

OF

The Title

TO

0.75 Acre of land situated in

the Northeast Quarter of Section

No. 25, Township No. 11, (Plain),

Range No. 8, Stark County, Ohio.

Property of  
Plain Township  
Historical Society

08.04.01

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SAYRE, BAIR, HINTON AND SAYRE

ATTORNEYS AND COUNSELORS AT LAW

204 MARKET AVENUE, SOUTH

CANTON, OHIO

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ABSTRACT OF TITLE 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 Northeast Quarter of Section Number Twenty-five (#25), Township Number Eleven (#11), (Plain), Range Number Eight (#8), Stark County, Ohio, and described as follows: Beginning at an iron pin at the Northwest corner of said quarter section; thence South along the West line of said quarter section, (said line being the center line of a Public Road) a distance of Five Hundred Fifty feet (550.00) to the place of beginning of the tract herein described; thence Eastwardly, and parallel to the North line of said quarter section, a distance of Three Hundred Thirty-five and Sixty Hundredths feet (335.60); thence Southwardly, and parallel to the West line of said quarter section, a distance of Ninety feet (90.00); thence Westwardly, and parallel to the North line of said quarter section, a distance of One Hundred Forty-six and Twenty Hundredths feet (146.20); thence Southwardly, and parallel to the West line of said quarter section, a distance of Thirteen and Seventy Hundredths feet (13.70); thence Westwardly, and parallel to the North line of said quarter section, a distance of One Hundred Eighty-nine and Forty Hundredths feet (189.40) to the West line of said quarter section and center line of said Public Road; thence Northwardly, along the West line of said quarter section, a distance of One Hundred Three and Seventy Hundredths feet (103.70) to the place of beginning, containing 0.75 Acre of land, more or less.

Survey by Arthur O. Hill.

No. 2

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

When the husband or wife of a grantor joins in the granting clause, his or her given name will appear in the Abstract, but when dower only is released, he or she will be designated as "husband" or "wife".

No. 3

James Madison, President  
of the United States of  
America

Patent  
Dated Oct. 1, 1811  
Vol. B, page 126.

to

Daniel Mosser

"To all to whom these presents shall come, Greeting: Know ye, that Daniel Mosser of Stark County, Ohio, assignee of John Shorb of Steubenville having deposited in the Treasury a certificate of the Register of the Land Office at Steubenville whereby it appears that full payment has been made for the North East quarter of Lot or Section Number Twenty-five of Township Number Eleven in Range Number Eight - - - of the Lands directed to be sold at Steubenville by the Act of Congress, entitled 'An Act providing for the sale of the Lands of the United States in the territory northwest of the Ohio and above the mouth of Kentucky River', and of the acts amendatory of the same, There is granted, by the United States, unto the said Daniel Mosser the quarter lot or section of land above described. To have and to hold the said quarter lot or section of land, with the appurtenances, unto the said Daniel Mosser, his heirs and assigns forever. In testimony whereof, I have caused these Letters to be made Patent, and the Seal of the United States to be hereunto affixed. Given under my hand at the City of Washington, the first day of October in the year of Our Lord One Thousand Eight Hundred and Eleven and of the Independence of the United States of America, the Thirty-sixth."

Signed: "James Madison"  
"By the President"  
"Jas. Monroe, Secretary  
of State."

Daniel Mosser's Will

Dated - Aug. 16, 1828.  
Admitted to Record - Aug. Term,  
1829.  
Will Record Volume B, page 34.  
Stark County Probate Court.

"In the name of God, Amen. I Daniel Mosser of Stark County in the State of Ohio, being sick in body, but of sound mind, memory and understanding, thanks be to God, calling unto mind the uncertainty of this life, therefore do make and ordain this my last will and Testament, in manner following, viz. I recommend my soul into the hand of Almighty God that gave it, and my body to the Earth to be interred in a Christian like manner, and as touching such worldly estate wherewith it hath pleased God to bless me in this life I give, devise and dispose of the same in manner and form following, viz - In primus. I order and it is my will that so much of my moveable property to be sold by executors, hereinafter mentioned, to the amount sufficient to discharge my debts and funeral Expences. I also give and bequeath unto my son Jonathan, one cow, one heiffer, one bed and bedding in addition to the horse he has already received, which will make him equal to the property which my daughter Sally has already received. I further give and bequeath unto my son John, one horse, one cow, one heiffer, one bed and bedding which will make him equal with my son Jonathan and my daughter Sally who have already received to that amount and bequeathed.

"I further give and bequeath unto my beloved wife Lea, the remainder of all my moveable property whatsoever and wheresoever during her natural life without having the said property appraised or valued excepting the use of the waggon, windmill and a set of smith tools my sons Jonathan and John aforesaid are to have the use of said articles equal part and privilege of the use aforesaid (but said tools are to remain in the shop where they now are) during the natural life term of my wife Lea aforesaid and after the deceased of my said wife the aforesaid property what is remaining, if any, is to be divided among my children Jonathan, John and Sally equal share and share alike.

"And I further give and bequeath unto my beloved wife Lea the possession of the dwelling house and kitchen and full privilege and use of all the garden and water at well and stable room for one cow and income of my plantation yearly and every year during her life, viz, the flower and bran of fifteen Bushels of wheat delivered in the house and two hundred weight of pork, one Bushel of salt, six pounds of coffee, fifteen lb. sugar, twenty-five pounds of dressed flax provender for one cow and five head of sheep and fuel sufficient summer and winter ready at the door fit for immediate use.

"I further give and bequeath unto my son Jonathan, his heirs or assigns forever, one hundred acres of land of the East side of the north west quarter of Section No. thirty, Township nineteen and Range seven. I further give, devise and bequeath unto my son John his heirs or assigns forever, one

No. 4 (Cont'd.)

hundred and twenty acres of land of the West side of the north east quarter section No. twenty-five, Township eleven and range eight, it being the plantation whereon I live and formerly by me occupied, out of which the aforesaid revenue bequeathed to my beloved wife Lea during her life time.

"I further give, devise and bequeath unto my daughter Sally, her heirs or assigns forever, one hundred acres of land, more or less, of the West side of the North West quarter of section No. twenty, Township nineteen, Range seven and of the East side of the North East quarter of Section No. Twenty-five, Township eleven, Range eight.

"And lastly I nominate, constitute and appoint George Swihart, the sole Executor of this my last will and testament and do hereby utterly disallow and revoke all former testaments, wills, legacies and Executors, ratifying and confirming this and no other to be my last will and testament. In witness whereof, I hereunto set my hand and seal this sixteenth day of August in the year of our Lord one thousand eight hundred and twenty eight."

(Three witnesses.)

Signed: "Daniel Mosser, Seal."

No. 5

Daniel Mosser's Estate

1829, Aug. 11. Letters Test. to George Swinehart Exr. C-208.  
1829, Oct. 3. List of sale and schedule and inv. filed. C-209.  
1839, Sept. 18. Final acc't. filed. F-288. Costs paid.  
Estate Number O. S. 374.  
Administration Docket A, page 196.  
Stark County Probate Court.

No. 6

John Mosser and wife

to

Mathias Swihart

Warranty Deed - \$2400.00.  
D & A - April 11, 1839.  
R for R - July 1, 1843.  
R - July 1, 1843.  
Vol. 30, page 297.

Conveys the following described tract of land situated in the County of Stark and State of Ohio, and being a Part of the Northeast Quarter of Section Number 25, in Township Number 11 and Range Number 8 and described as follows, to wit: One Hundred Twenty (120) Acres off the West side of said quarter section in an oblong form, Two (2) Acres of said One Hundred Twenty (120) Acres

having been heretofore sold by John Mosser to Jacob Miller are to be excepted, the said Two (2) Acres excepted being situated on the Northeast corner of the above described tract.

The above conveyance is made free of all incumbrances whatsoever.

NOTE: Elizabeth Mosser, wife of John Mosser, releases and quit-claims all her right and title of dower in and to the above described premises.

NOTE: The above Warranty Deed is signed:

"John Mosser, Seal."

her  
"Elizabeth x Mosser, Seal."  
mark

No. 7 A

Leah Mossler  
(No marital status given)

to

Mathias Swihart

Quit Claim Deed - \$500.00.  
D & A - April 2, 1839.  
R for R - July 1, 1843.  
R - July 1, 1843.  
Vol. 30, page 296.

Releases and quit claims all right, title, interest, claim or demand in or to a certain tract of land or in or to the annual income from a certain farm, under the last will and testament of Daniel Mosser, late of Stark County, deceased, dated the 16th day of August, 1828 to which reference is made for a particular description of the premises quit-claimed.

NOTE: The above conveyance is signed:

"Leah her  
x Mossler."  
mark

No. 8

Matthias Swihart and wife

to

Peter G. Swihart

Warranty Deed - \$2000.00.  
D & A - July 1, 1843.  
R for R - July 1, 1843.  
R - July 1, 1843.  
Vol. 30, page 298.

Conveys the premises described in Section Number 6 of this Abstract of Title, free of all incumbrances whatsoever.

NOTE: Mary Swihart, wife of Matthias Swihart released and quit-claims all her right and title of dower in and to the above described premises.

NOTE: The above Warranty Deed is signed:

"Mathias Swihart, Seal."  
her  
"Mary x Swihart, Seal."  
mark

No. 9

Peter G. Swihart  
(No marital status given)

to

Samuel Sherk

Warranty Deed - \$2264.40.  
D & A - Feb. 17, 1847.  
R for R - Feb. 17, 1847.  
R - Feb. 18, 1847.  
Vol. 38, page 1.

Conveys the premises described in Section Number 6 of this Abstract of Title, free of all incumbrances whatsoever.

Samuel Shirk's Will.

Dated Oct. 22, 1860.  
Admitted to Probate - Nov. 4,  
1861.  
Will Record Volume C, page 447.  
Stark County Probate Court.

"I, Samuel Shirk, of Plain Township, Stark County, Ohio, do make & publish this my last Will and testament.

"1st. I give & devise to my --- in lieu of her dower the homestead farm upon which we now reside, containing one hundred & sixty acres, being the North East quarter of Section thirty-six, Township 11, Range 8 (Plain Township), during her natural lifetime or so long as she remains my widow. At the death of my said wife, the real estate aforesaid, I give & devise to my children & their heirs with exceptions hereinafter made. Also I give & devise to my wife, Catharine, the mare Sal, two cows, four hogs, two cooking Stoves, pipes & stove furniture, one set of parlor chairs, one bed & bedstead, one cherry bureau, one table, one cinque, one wood chest, one large looking glass, one mantle clock, that my said wife shall keep & maintain my daughter, Lidia & Elizabeth until they arrive at the age of maturity & if they see proper to remain longer.

"2nd. To my daughter, Lidia, I give & devise one mahogany bureau, one bed & bedstead, one table & the residue of household & kitchen furniture to be sold by the Executor.

"I hereby give & devise to my son, Henry, one dollar & to the balance of my children an equal share of all my property, real and personal, that is to say, deducting from each such sums as they have already received as follows: my son Levi has rec'd. Eighteen hundred dollars, my daughter, Laver Baker, Eighteen hundred dollars, my daughter, Susannah Apple, four hundred dollars, my son Samuel, Eight hundred forty-four dollars, my son, Martin, three hundred & seventy-five dollars, my son, John, two hundred & fifty dollars, my daughter, Amanda Smith, three hundred dollars, if my son Martin dies before his daughter, Susann, I give & devise to his daughter, Susann, one dollar of his share & the balance of his share to be divided among the remaining of my children or their heirs except my son Henry or his heirs. To Matilda Booher, daughter of my daughter, Laver Baker, wife of Levi Baker, I give & devise the sum of two hundred dollars, one hundred dollars to be deducted from my daughter Laver's share & one hundred dollars from the estate.

"3rd. I do hereby nominate & appoint Isaac Trump, Executor of this my last will & testament, hereby authorizing & empowering him to compromise, adjust, release & discharge in such manner as he may deem proper the debts & claims due me. I do also authorize & empower him if it shall become necessary in order to pay debts, to sell by private sale or in such manner, upon such terms of credit or otherwise as he may think proper all or any part of my estate & deeds to purchasers to execute, acknowledge & deliver in fee simple.

No. 10 (Cont'd.)

"I desire that no appraisement of my personal property be made & that the Court of Probate direct the omission of the same in persuance of the Statute. I do hereby revoke all former wills by me made.

"In testimony hereof I have hereunto set my hand & seal this 22nd day of October 1860."

(Four witnesses.)

Signed: "Samuel Shirk, Seal."

No. 11

Codicil to Samuel  
Shirk's Will

Dated - Jan. 3, 1861.  
Admitted to Probate - Nov. 4,  
1861.  
Will Record Volume C, page 448.  
Stark County Probate Court.

"Whereas, I, Samuel Shirk, on the 22nd day of October, 1860 made my last will & testament of that day, do hereby declare the following to be a Codicil to the same. I do hereby give & bequeath to my daughter, Amanda Smith, wife of James Smith, to her & her heirs, that the same be for her the said Amanda & her heirs, her equal share after deducting such sum or sums as specified in the will here referred to, her equal share of my property, real & personal.

"In Witness Whereof, I have hereunto set my hand and seal this 3rd day of January, A. D., 1861."

(Four witnesses.)

Signed: "Samuel Shirk, Seal."

Plain Township Historical Society



No. 12

Samuel Shirk's Estate

- 1861, Nov. 8 David Lind Admr. with the Will Annexed. Journal C, page 96.
- 1861, Nov. 8 Bond filed. Bond \$500.00, John Malline, H. L. Vogelgesand, Christian Vogelgesand and Robert A. Dunbar, sureties. Journal B, page 474.
- 1861, Nov. 8 Letters issued.
- 1862, Jan. 27 Inventory and Sale List filed. Journal W, page 412.
- 1863, May 26 Partial acc't. filed. Journal V, page 439.
- 1865, May 2 2nd Partial acc't. filed. Journal Y, page 154
- 1867, May 13 Final Account filed. Journal Z, page 360. Costs paid. Estate No. 2339. Administration Docket D, page 420. Stark County Probate Court.

No. 13

David Lind, Administrator with the Will Annexed of Samuel Shirk, deceased,

vs.

Henry Shirk,  
Samuel Shirk,  
John Shirk,  
Martin Shirk,  
Elias Shirk,  
Levi Baker,  
Leah Baker,  
George Apple,  
Susanna Apple,  
James Smith,  
Amanda Smith,  
Lydia Shirk,  
Jacob Shirk,  
Franklin Shirk,  
Harvey Shirk,  
Levi Shirk,  
Susanna Shirk,  
Melinda Shirk,  
Elizabeth Shirk and  
Catharine Shirk

Application to Sell Land.

- 1862, Feb. 21 Petition filed. For hearing March 24, 1862.
- 1862, Feb. 21 Subpa to Crawford Co. issued
- 1862, Mar. 4, Proof of Notice filed.
- 1862, Mar. 17 Subpa returned served.
- 1862, Mar. 24 Publication of Notice filed.
- 1862, Mar. 24 Appraisement and sale ordered
- 1862, May 29 Appraisement filed.
- 1862, May 29 Report of sale filed.
- 1862, May 29 Sale approved and deed ordered. Recorded Civil Record B, page 108. Costs paid. Civil Docket A, page 403. Stark County Probate Court

PETITION: The petition filed in the above action to sell land recites that the personal assets in the hands of David Lind, Administrator with the Will annexed of Samuel Shirk, deceased, amount to \$2060.85; that valid claims against said estate amounting to about \$2365.00 have already been presented to him and others exist; that the costs and charges of administering said estate will amount to about \$200.00; that said assets are insufficient to pay said claims and charges; that Samuel Shirk died seized in fee simple of the following real estate, among others, situated in the County of Stark and State of Ohio, to wit: Part of the Northeast Quarter of Section No. 25, Township No. 11, of Range No. 8, described as follows: One Hundred Twenty (120) Acres off the West side of said quarter in an oblong form, excepting two (2) Acres out of the Northeast corner of said One Hundred Twenty (120) Acres, heretofore sold by John Moser to Jacob Miller; that said decedent left as his widow, Catharine Shirk, who resides in said county and that by the terms of the last will and testament of said decedent he devised to said Catharine, in lieu of dower in all his real estate, his "home farm", during her natural life; that said widow elected to take under said will and is barred of her right of dower in the premises hereinbefore described, which are not a portion of said farm; that the following persons have the next estate of inheritance in said premises from said decedent, to wit: Henry Shirk, Amanda Smith, wife of James Smith, Lydia Shirk, Elizabeth Shirk, Jacob Shirk, Franklin Shirk, Harvey Shirk, Levi Shirk, Susanna Shirk and Melinda Shirk, who reside in Stark County, Samuel Shirk, who resides in the State of Illinois, Elias Shirk, who resides in the State of Pennsylvania, Susanna Apple, wife of George Apple, who resides in the State of Indiana, Leah Baker, wife of Levi Baker, who resides in Crawford County, Ohio, and John Shirk and Martin Shirk, whose present residence is unknown; and prays that said widow and heirs at law be made defendants and be legally notified and that said administrator be authorized to sell said premises hereinbefore described.

NOTICE and SERVICE: Levi M. Baker and Leah Baker acknowledged service of summons by the Stark County Sheriff on February 27, 1862.

Amanda Smith, James Smith, Henry B. Shirk and Catharine Shirk, widow, waived service of notice and voluntarily entered their appearance as defendants on February 21, 1862.

David Lind, under oath, said that he served notice upon Lydia Shirk, Jacob Shirk, Franklin Shirk, Harvey Shirk, Levi Shirk, Susanna Shirk, Melinda Shirk and Elizabeth Shirk on February 26, 1862, by delivering them each a copy of said notice.

LEGAL NOTICE: The following Legal Notice was filed on March 24, 1862:  
"Samuel Shirk, who resides in The State of Illinois, Elias Shirk, who resides in the State of Pennsylvania, George Apple and Susanna Apple, who reside in The State of Indiana, and John Shirk and Martin Shirk, whose place of residence is unknown, will take notice that on the 21st day of February, 1862, I, as Administrator with the Will annexed of the estate of Samuel Shirk, deceased, filed my petition in the Probate Court of Stark County, Ohio, alleging that the personal estate of said decedent is insufficient to pay his debts and the charges of administering his estate, and praying for authority to sell the

No. 13 (Cont'd.)

following described real estate of said decedent to pay said debts and charges (Here follows the description of land set forth in the petition above) Said petition also alleges that Catharine Shirk, widow of said decedent, having elected to take the provision made to her by the will of her said late husband in lieu of dower, is not entitled to dower in said premises. Said petition will be for hearing on the 24th day of March, A. D., 1862."

Signed: David Lind, Administrator of  
Samuel Shirk, deceased.

AFFIDAVIT of PUBLICATION: A. McGregor, under oath, says that he is the Editor of the "Stark County Democrat," a newspaper printed in Stark County, and that the notice of which the annexed is a true copy was for four consecutive weeks published in said newspaper, beginning on the 26th day of February, A. D., 1862."

APPRAISEMENT: The Court appointed appraisers, John McCamman, Samuel Reese and Henry Lesh, did upon actual view appraise said premises at \$5900.00.

SALE: On May 10, 1862, the above described premises were sold to Andrew Sluss for \$4250.00, after having advertised said sale for four consecutive weeks prior to said date in the Stark County Democrat.

SALE APPROVED, DEED ORDERED: The Probate Court of Stark County upon examination approved said sale and ordered said administrator to execute and deliver a proper deed to said purchaser.

Civil Record B, page 108  
Stark County Probate Court

No. 14

David Lind, Administrator  
with the will Annexed of the  
Estate of Samuel Shirk, deceased,

Administrator's Deed - \$4250.00  
D & A - May 30, 1862.  
R for R - May 31, 1862.  
R - June 3, 1862.  
Vol. 78, page 346.

to  
Andrew Sluss

Recites the proceedings set forth in Sections Number Thirteen of this Abstract of Title and conveys the premises therein described.

No. 15

Andrew Sluss and wife, by Warranty Deed dated February 4, 1873, recorded in Volume 121, page 537 of the Stark County Deed Records, conveyed to John Bourquin the following described premises: Situated in the Township

No. 15 (Cont'd.)

of Plain, County of Stark and State of Ohio and known as part of the Northeast Quarter of Section No. 25, Township No. 11, Range No. 8, beginning for the same at the Southeast corner of said quarter section, thence North  $89\frac{3}{4}^{\circ}$  West, ten chains & sixty-six links to a post and true place of beginning; thence North Forty chains & Fifty-eight links to a post; thence South  $89\frac{3}{4}^{\circ}$  West Four chains and Ninety-three and a half links to a post; thence South Forty chains & Fifty links to a post; thence South  $89\frac{3}{4}^{\circ}$  East Four chains & Ninety-three and a half links to the true place of beginning, containing Twenty (20) Acres of land strict measure.

No. 16

Andrew Sluss and wife

to

George Hossler

Warranty Deed - \$7500.00  
D & A - April 1, 1874  
R for R - April 13, 1874  
R - April 21, 1874  
Vol. 128, page 368

Conveys the following described premises situated in Stark County and State of Ohio, to wit: One Hundred Acres in an oblong form off the West side of the Northeast Quarter of Section No. 25, Township No. 11, Range No. 8, to contain One Hundred acres, free from all incumbrances whatsoever.

NOTE: Leah Sluss, wife of Andrew Sluss, releases all her right of dower in the above described premises.

No. 17

George Hossler and wife

to

Ferdinand J. Schlott

Warranty Deed - \$2400.00  
D & A - June 28, 1875  
R for R - Dec. 18, 1875  
R - Jan. 8, 1876  
Vol. 139, page 340

Conveys the following described premises situated in the Township of Plain, County of Stark and State of Ohio, and being Part of the Northeast Quarter of Section No. 25, Township No. 11, Range No. 8, commencing for the same at the Northwest corner of said quarter, thence South Eleven chains and Ninety links; thence East twenty-four chains and eighty-eight links, thence North Eleven chains and Ninety links; thence West Twenty-four chains and Eighty-eight links to the place of beginning, containing Twenty-nine and Sixty Hundredths (29.60) Acres.

No. 17 (Cont'd.)

Also conveys 7.60 Acres of land situated in the Northeast corner of The Northwest Quarter of Section No. 25, Township No. 11, Range No. 8, Stark County, Ohio, said tract abutting the above described premises on the west and extending Eleven chains and Ninety links South from the North Section line.

Reserving Thirty feet for the use of a road on the quarter section line running North and South between the above described premises to the North line of said premises and granting to said Grantee thirty Feet for the use of a road on the line running North and South between said quarter sections above described, said grant of 30 feet for the use of a road extending to the South line of said quarter sections.

The above conveyance is made free from all incumbrances whatsoever.

NOTE: Elizabeth Hossler, wife of George Hossler, quit-claims all her right and title of dower in the above described premises.

No. 18

On April 15, 1876, Ferdinand J. Schlott and wife, conveyed to John Schlott by Warranty Deed recorded in Volume 143, page 501 of the Stark County Deed Records the following described premises: Situated in the County of Stark and State of Ohio and being a Part of the Northeast Quarter of Section No. 25, Township No. 11, Range No. 8, commencing at the Northwest corner of said quarter, thence East Thirteen chains and Eleven and a half links to a stone on the North boundary line of quarter and true place of beginning; thence South Eleven chains and Ninety links to a stone; thence East Eleven chains and Seventy-six and a half links to a stone; thence North Eleven chains and Ninety links to a stone on the North line of quarter; thence West Eleven chains and Seventy-six and a half links to the true place of beginning, containing 14 Acres of land.

No. 19

Ferdinand J. Schlott and wife

to

Theodore Roden

Warranty Deed - \$1600.00.  
D & A - Nov. 15, 1878  
R for R - Nov. 19, 1878  
R - Dec. 9, 1878  
Vol. 157, page 272

Conveys among others, the 29.60 acre tract of land described in Section Number 17 of this Abstract of Title, excepting 14 Acres off the East end of said tract sold by John Schlott to Theodore Roden, free from all incumbrances whatsoever.

NOTE: Barbara E. Schlott, wife of Ferdinand J. Schlott, releases and quit claims all her right and title of dower in the above described premises.

NOTE: The above conveyance is signed:

"Ferdinand J. Schlott, Seal."  
"Barbara E. Schlott, Seal."

Theodore Roden's Will

Dated Sept. 4, 1896  
Admitted to Probate - Nov. 21,  
1899.  
Will Record Volume Q, page 60.  
Stark County Probate Court.

"In the name of God, I, Theodor Roden, being in good Bodily health and of sound and disposing memory calling to mind the frailty and uncertainty of human life and being desirous of settling my worldly affairs and directing how the Estate with which it has pleased God to bless me, shall be disposed of after my decease while I have strength and capacity to do so make and publish this my Last Will and Testament.

"My Will is that my Wife, Anna Roden shall have all my property of whatsoever kind, Real and Personal, if I die before her. She to keep ever in trust for her Lifetime and under no consideration shall any body have any claim for anything that came to her through my Will.

"After her death all property shall be divided amongst my Nine (9) Children, as follows:

"The children of my Son Edmond Roden, deceased, shall have their Father's share. The only child Leon of my son Leon Roden, deceased, shall have one half of his Father's share, the other half to go to the disposal of my wife to give it to whom she thinks best. For the rest of the division amongst my other children I leave to my Executors to do with in his or her judgment will be best.

"I appoint as guardian over my son Edmond Roden's and my son Leon Roden's children my Wife Anna Roden until they have reached their lawful age.

"So do I appoint my beloved Wife Anna Roden as Executrix of this my last Will and Testament.

"At my wife's death I appoint as the Executor of the above will my friend George Zinke, of Canton, Ohio, to carry out without Bond my last wishes.

"On this 4th day of September, 1896, the above named Theodor Roden signed and sealed this instrument and published and declared to be his last Will and we the undersigned in his presence and at his Request and in the presence of each other have hereunto subscribed our names as Witnesses."

(Three Witnesses.)

Signed: "Theodor Roden."

No. 21

Theodore Roden's Estate

1899, Nov. 21. Will probated (Civil I - 511) (Jor'l. 29-317) Recorded Will Record Vol. Q, page 60

1899, Nov. 21. Citation to widow to elect ordered. Citation issued. Jor'l. 29, page 318.

1899, Nov. 21. Citation returned. Widow elects to take under will. Jor'l. 29, page 318. No further record. Costs paid. Estate No. 5742. Administration Docket I, page 559. Stark County Probate Court.

The application to probate the Will filed in the above estate recites: "That Theodore Roden, late a resident of the Township of Plain in said County, who died on the twelfth day of October, A. D., 1899, leaving Anna Roden his widow, and the following persons, all of his next of kin resident in the State of Ohio:

<u>Name</u>	<u>Degree of Kinship</u>	<u>P. O. Address</u>
Theodore Roden	Son	Canton, Ohio
Edward Roden	"	Hamilton, Ohio
Louis Roden	"	Canton, Ohio
Frank Roden	"	Fair Hope, Ohio
Arthur Roden	"	Hamilton, Ohio
Anna Roden	Daughter	Canton, Ohio
Mary Roden	"	" "
Philip Roden	Grandson	" "
William Roden	"	" "
Joseph Roden	"	" "
John Roden	"	" "
Crasant Roden	Daughter	" "
Leon Roden	Son	" "

The following persons were either served or waived Notice of Application to Admit to Probate the Last Will and Testament of Theodore Roden, deceased: Philip Roden, William Roden, Joseph Roden, John Roden, Crescentz Roden, Leon Roden, Arthur Roden, Anna Roden, Mary Roden, Theodore Roden, Edward Roden and Frank Roden.

Will Record Volume Q, page 60.  
Stark County Probate Court

No. 22

George H. Millar and Anna Roden were legally joined in marriage on Oct. 22, 1902, by P. J. McGuire, Minister of the Gospel.

Marriage Record Volume 19, page 349.  
Stark County Probate Court

No. 23

Philip T., William E., Joseph L. A., 1904, Dec. 5. Application filed. Philip T. aged 19, Wm. E. aged 18, John P., Crescentz M. and Leon A. Roden's Guardianship. Joseph L. A. aged 17, John P. aged 16, Crescentz M. aged 14, and Leon A. aged 14 years.

1904, Dec. 5. Annie Roden, Guardian of estate, Canton, Ohio. See Jor'l. 36, page 571.

1904, Dec. 5. Bond \$100.00, Levi E. Summer and H. W. Hossler, sureties. See Jor'l. 36, page 577.

1904, Dec. 5. Bond filed and approved. Rec. in Guardian's App. Bonds & Letters Vol. 6, page 92.

1904, Dec. 5. Letters issued. Rec. in Guardian's App. Bonds & Letters Vol. 6, page 92. For proceedings to sell real estate see Civ. Docket K, page 443.

1905, Apr. 25. Final account & resignation filed. Rec. in Guardian Rec. Vol. T, page 290.

1905, Apr. 25. Resignation accepted. Jor'l. 37, page 325. Guardianship Number 3701. Guardian's Docket G, page 151. Stark County Probate Court.

NOTE: The land sale proceedings docketed in Civil Docket K, page 443 were for the sale of lands other than those herein abstracted.



Philip T., Wm. A., Joseph,  
John and Crescentz M. Roden's  
Guardianship

No. 24

- 1905, Apr. 24. Application filed. (Wards aged 19, 18, 17, 16 and 14 respy.)
- 1905, Apr. 24. Theodore A. Schauer, Gen. of estate, Canton, O. See Jor'l. 37, page 325.
- 1905, Apr. 24. Bond of \$1050.00, Phillip J. Schauer & Geo. P. Schauer, sureties. Jor'l. 37, page 325.
- 1905, Apr. 24. Bond filed and approved. Rec. in Guard. App. B. & L. Rec. Vol. 6, page 155.
- 1905, Apr. 24. Letters issued. Rec. in Guard. App. B. & L. Rec. Vol. 6, page 155.
- 1905, Apr. 24. Inventory filed. Rec. in Guard. Inventory Rec. Vol. 3, page 61.
- 1907, Nov. 29. First Account filed. Rec. in Guard. Rec. Vol. V, page 146.  
Sale of Real Estate. Civ. M, page 513.
- 1912, Jan. 18. Final Acc't. filed. Recorded in Guard. Rec. Vol. X, page 409. Jor'l. 49, page 95.  
Guardianship Number 3770. Guardian's Docket G, page 186.  
Stark County Probate Court.

No. 25

- 1905, Apr. 27. Application filed (Ward 14 yrs., Dec. 21, 1905.)
- 1905, Apr. 27. Theodore Roden, Guardian of estate, Canton, O. Jor'l. 37, page 331.
- 1905, Apr. 27. Bond \$500.00, Porus M. Snyder & Jno. H. Sponseller, sureties. Jor'l. 37, page 331.
- 1905, Apr. 27. Bond filed and approved. Rec. in Guard. App. B. & L. Rec. Vol. 6, page 160.
- 1905, Apr. 27. Letters issued. Rec. in Guard. App. B. & L. Rec. Vol. 6, page 160.

Leon A. Roden's  
Guardianship

No. 25 (Cont'd.)

- 1906, Jan. 27. Inventory filed. Rec. in  
Guard. Inventory Rec.  
Vol. 3, page 115.
- 1907, Nov. 30. First & Final Account filed  
Rec. in Guard. Inventory  
Rec. Vol. V, page 150.  
Guardianship Number 3773.  
Guardian's Docket G, page  
187.  
Stark County Probate Court

No. 26

Leon A. Roden's  
Guardianship

- 1910, Dec. 9. Application filed. (Ward  
aged 20 years Dec. 21, 1910)
- 1910, Dec. 9. Theodore Roden, Guardian  
of Person & Estate, Canton  
O. Jor'l. 47, page 59.
- 1910, Dec. 9. Bond \$600.00, T. A. Schaefer  
and Niles A. Sponseller,  
sureties.
- 1910, Dec. 9. Bond filed and approved.  
Recorded in Guard. App.  
B. & L. Rec. Vol. 8, page  
165.
- 1910, Dec. 9. Letters issued. Recorded  
in Guard. App. B. & L.  
Vol. 8, page 165.  
Sale of Real Estate  
Civil M, page 513.
- 1912, Jan. 3. Final Account filed.  
Recorded in Guard. Rec.  
Vol. X, page 385. Jor'l.  
49, page 26.  
Guardianship Number 4405.  
Guardian's Docket G, page  
504.  
Stark County Probate Court

Plain Township Historical Society

No. 27

Louis Roden  
(No marital status given)

to

Mary Roden

Quit Claim Deed - \$350.00.  
D & A - Nov. 16, 1905.  
R for R - Nov. 23, 1905.  
R - Dec. 12, 1905.  
Vol. 447, page 118.

Quit claims and releases all right and title to various tracts of land, one of which is the premises described in Section Number 19 of this Abstract of Title, subject to the life estate of Anna Roden, widow of Theodore Roden, deceased.

NOTE: The above instrument was signed before two witnesses and was acknowledged before a Notary Public in Essex County, New Jersey.

NOTE: The certificate of Arthur Horton, Clerk of the County of Essex, New Jersey, as to the authority of J. B. Woolston, the Notary Public taking the above acknowledgement, to act in such capacity is made a part of said instrument.

No. 28

Harry L. Schaub and Mary Roden were legally joined in marriage on June 14, 1906, by P. J. McGuire, Minister of the Gospel.

Marriage Record Volume 21, page 487.  
Stark County Probate Court.

No. 29

Theodore A. Schauer as  
Guardian of John P. Roden and  
Theodore Roden as Guardian of  
Leon A. Roden

vs.

John P. Roden and  
Leon A. Roden, minors,  
Anna Roden,  
Theodore Roden,  
Louis Roden,  
Frank Roden,  
Arthur Roden,  
Anna M. Millar,  
Mary Schaub,  
Edward Roden,  
P. T. A. Roden,  
William E. Roden,  
Joseph L. A. Roden and  
Crescentia M. A. Roden

Sale of Real Estate.

1910, Dec. 9. Petition filed. Hearing set for Dec. 16, 1910 at 9:00 A. M. & notice order Jor'l. 47, page  
1910, Dec. 9. Order of notice to John P. Roden issued.  
1910, Dec. 9. Order of notice to Leon A Roden issued.  
1910, Dec. 9. Waiver of notice and cons to sale by the following filed: Anna Roden, Theodore Roden, Anna M. Millar, Mary Schaub, Frank Roden, William E. Roden, Joseph L. A. Roden, Crescentia M. A. Roden, P. T. A. Roden, Edward Roden, Louis Roden and Arthur Roden.  
1910, Dec. 9. Hearing set for Dec. 16, 1910 at 9:00 A. M. & notice ordered. Jor'l. 47, page

No. 29 (Cont'd.)

1910, Dec. 16. Order of notice returned executed.

1910, Dec. 16. Hearing had, appraisement ordered. Jor'l. 47, page 77.

1910, Dec. 16. Order of appraisement issued.

1910, Dec. 22. Order of appraisement returned executed.

1910, Dec. 22. Real Estate Bond of Theodore Roden filed.

1910, Dec. 22. Real Estate Bond of Theodore A. Schauer filed.

1910, Dec. 22. Affidavit of H. W. Hossler and Wm. H. Miner, in support of application filed.

1910, Dec. 22. Hearing had, Appm't. confirmed, Bonds approved and Private Sale ordered. Jor'l. 47, page 89.

1910, Dec. 22. Order of Sale issued.

1911, Jan. 6. Order of Sale returned executed. John P. Roden's interest of \$71.11 and Leon A. Roden's interest of \$177.77 sold to Oliver Bowers.

1911, Jan. 6. Hearing had. Sale confirmed and Deed ordered. Jor'l. 47, page 129. Recorded in Civil Record 37, page 349. Civil Docket M, page 513. Stark County Probate Cour

PETITION: The record of the above proceedings recite that "Petition off files Cannot be recorded" and I do not find the petition now in the files.

NOTICE: Guardians ordered to give at least five days notice in writing to said wards and the other defendants of the filing, prayer and time of hearing as required by law. Notice served personally on Leon A. Roden and John P. Roden by Theodore Roden on Dec. 10, 1910.

WAIVER: Waiver of Summons and Consent to Sell was given on Dec. 9, 1910, by: Theodore Roden, Mary Schaub, Wm. E. Roden, Cerentia M. A. Roden, Edw. Roden, Anna M. Miller, Frank Roden, Joseph L. A. Roden, F. A. Roden, Louis Roden and Arthur Roden.

APPRAISEMENT: Levi Summer, Joseph Hawk and Josiah Wirebaugh, the duly appointed appraisers did upon actual view appraise the lands described in the petition at the following value: 1/45 share of John P. Roden at \$71.11 and the 1/15 share of Leon A. Roden at \$177.77, each subject to the life estate of Anna Roden, aged 70 years.

No. 29 (Cont'd.)

ORDER OF SALE: Ordered private sale of the interests of the wards as noted above for not less than the appraised value.

REPORT OF SALE: Interest of said wards sold to Oliver Bowers at appraised value thereof.

ORDER OF COURT: Approves and confirms said sale and orders Guardians to execute and deliver deed to Oliver Bowers for said wards interests.

NOTE: The order of appraisement issued in the above proceedings describes six tracts of land, the fifth of which is the tract described at Section Number 19 of this Abstract of Title.

Civil Record 37, page 349.  
Stark County Probate Court.

No. 30

Theodore A. Schauer,  
Guardian of John P. Roden and  
Theodore Roden,  
Guardian of Leon A. Roden

Guardians Deed - \$248.88.  
D & A - Jan. 6, 1911.  
R for R - Jan. 10, 1911.  
R - Jan. 11, 1910.  
Vol. 519, page 42.

to

Oliver Bowers

Recites the proceedings set forth in the preceding section and conveys a 1/45 interest and a 1/18 interest in and to, among others, the premises described at Section Number 19 of this Abstract of Title, subject to the life estate of Anna Roden therein.

No. 31

Anna Roden, widow,  
Theodore Roden Jr. and wife,  
Edward Roden and wife,  
Frank Roden and wife,  
Arthur Roden and wife,  
Anna Millar and husband,  
Mary Schaub and husband,  
Philip T. Roden and wife,  
Joseph L. A. Roden and wife,  
William E. Roden and wife, and  
Crescentz M. Roden, unmarried,

Quit Claim Deed - \$5000.00  
D - Nov. 5, 1910.  
A - Nov. 25, 1910; Nov. 30,  
1910; Dec. 6, 1910; Dec. 20,  
1910.  
R for R - Jan. 6, 1911.  
R - Jan. 9, 1911  
Vol. 519, page 29.

to

Oliver Bowers

Releases and quit claims all right and title in and to several tract of land among which is the premises described at Section Number 19 of this Abstract of Title.

No. 31 (Cont'd.)

The above conveyance recites that, "Anna Roden is the widow of Theodore Roden, deceased, and Theodore Roden Jr., Edward Roden, Frank Roden, Arthur Roden, Anna Millar and Mary Schaub are the children and heirs at law of said Theodore Roden, deceased, and Mary Schaub having heretofore purchased the interest of Louis Roden, her brother, in said real estate and Philip T. Roden, Joseph L. A. Roden, William E. Roden, Crescentz M. Roden, John P. Roden, a minor, and Leon A. Roden, a minor, are grandchildren and heirs at law of said Theodore Roden, deceased."

NOTE: Ellen Roden, wife of Theodore Roden Jr., Lillian Roden, wife of Edward Roden, Catharine Roden, wife of Frank Roden, Mary Roden, wife of Arthur Roden, George H. Millar, husband of Anna Millar, Harry L. Schaub, husband of Mary Schaub, Mary Roden, wife of William E. Roden and Mary Roden, wife of Joseph L. A. Roden release and quit claim all their right and title of dower in the above premises.

NOTE: There are two witnesses to each signature except those of Arthur Roden and Mary Roden.

NOTE: The acknowledgment of Arthur Roden and Mary Roden, his wife, was taken in Hamilton, Butler County, Ohio, on December 20, 1910.

NOTE: The acknowledgment of George H. Millar was taken at Medford, Jackson County, Oregon, on November 30, 1910 and a certificate of the Clerk of said County Court is attached, stating that the Notary Public taking said acknowledgment was so authorized to act.

NOTE: The acknowledgment of Edward Roden was taken in the City of St. Louis, Missouri, on December 6, 1910 and a certificate of the Clerk of the Circuit Court of said city is attached, stating that the Notary Public taking said acknowledgment was so authorized to act by the laws of the State of Missouri.

No. 32

Lenora Roden  
(No marital status given)

to

Oliver Bowers

Warranty Deed - \$1.00.  
D & A - Jan. 29, 1912.  
R for R - Feb. 2, 1912.  
R - Feb. 6, 1912.  
Vol. 529, page 193.

Conveys dower interest to several tracts of land, one of which is the tract described at Section Number 19 of this Abstract of Title free and clear from all incumbrances whatsoever.

NOTE: There is no recitation in the above instrument as to the manner in which said grantor acquired a dower interest in and to said premises.

NOTE: The above Warranty Deed is signed: "Lenora Roden."

NOTE: The above Warranty Deed was signed before two witnesses and was acknowledged before a Notary Public in Gary, Lake County, Indiana.

State of Ohio )  
Stark County ) SS:

A F F I D A V I T

"Theodore Roden Jr. being first duly sworn deposes and says that he is a brother of Louis Roden, and that Lenora Roden who executed a quit claim deed on Jan. 29, 1912 and recorded in Vol. 529, page 193, was the wife of Louis Roden, that said deed was made to Oliver Bowers to release her dower interest in said premises."

Signed: "Theodore Roden Jr."

"Sworn to before me and subscribed in my presence, this 26th day of June, 1925."

Signed: "C. E. Yutzley."  
"Notary Public"

NOTE: This affidavit is in the possession of Samuel E. Campian.

No. 34

Anna Roden, widow,  
Theodore Roden Jr. and wife,  
Edward Roden and wife,  
Frank Roden and wife,  
Arthur Roden and wife,  
Anna Millar and husband,  
Mary Schaub and husband,  
Philip T. Roden, unmarried,  
Joseph L. A. Roden, and wife,  
William E. Roden and wife and  
Crescentz M. Roden, unmarried,

Quit Claim Deed - \$5000.00.  
D - Nov. 5, 1910.  
A - Nov. 25, 1910; Nov. 30,  
1910; Dec. 6, 1910; Dec. 2,  
1910.  
R for R - June 26, 1925.  
Rerecorded - July 3, 1925.  
Vol. 860, page 379.

to

Oliver Bowers

Same description as shown at Section Number 31 of this Abstract of Title and is a rerecording of the instrument set forth in said section. Said instrument was rerecorded to show the addition of two witnesses to the signatures of Arthur Roden and Mary Roden.

No. 35 A

Arthur Roden and  
Mary Roden,  
husband and wife,  
to

Quit Claim Deed - \$1.00.  
D - May \_\_, 1925.  
A - July 8, 1925.  
R for R - Sept. 26, 1925.  
R - Oct. 15, 1925.  
Vol. 861, page 545.

Oliver Bowers

Releases and quit-claims all right and title in and to the premises described in Section Number 19 of this Abstract of Title.

NOTE: The above instrument was signed before two witnesses and was acknowledged before a Notary Public in Butler County, Ohio.

No. 36

Oliver Bowers and wife

to

The Suburban Power Co.

Easement - \$1.00.

D & A - April 1, 1930.

R for R - April 5, 1930.

R - April 17, 1930.

Vol. 1013, page 321.

Grants an easement to construct and maintain a line or lines for the transmission of electric energy thereover for any and all purposes, and telegraph and telephone line or lines with all necessary poles, towers, wires, cables, fixtures and appliances including guy wires, stubs, anchors and braced poles, through, over and upon lands and along public highways upon which said lands adjoin or abut, same being situated in the Township of Plain, County of Stark, and State of Ohio, and bounded. On the North by the lands of Highland Links Golf Course; On the East by the lands of Nimshillen Twp. line; On the South by the lands of Harvey Miller; On the West by the lands of Sam Sponse with the right of ingress and egress to, from and over said premises, said line to be so located adjacent to the highway line that fence wires may be attached to the poles, which right is reserved.

NOTE: The wife of Oliver Bowers did not sign or acknowledge the above instrument.

No. 37

Oliver Bowers and  
Alice Bowers,  
husband and wife,

to

John T. Goodrich

Right of Way - \$1.00.

D & A - Dec. 7, 1933.

R for R - Dec. 7, 1933.

R - Dec. 12, 1933.

Vol. 1102, page 408

Grants a sole and exclusive right of way to lay, maintain, operate, relocate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products derived therefrom and to erect, maintain and operate a telegraph or telephone line on, over and through lands including highways abutting thereon situated in Sec. 25, Plain, Sec. 30, Nimishillen Township, Stark County, State of Ohio bounded and described as follows: On the North by lands of Grise Iørshuk, Bordner and Violand; On the East by lands of Katie Miller and H. H. Miller; On the South by lands of H. H. Miller and Samuel W. Sponseller; On the West by lands of Samuel W. Sponseller with ingress and egress to and from the same.



No. 38

Oliver Bowers and  
Alice Bowers,  
husband and wife,

to

The Ohio Power Company

Easement - \$1.00.  
D - May 26, 1937.  
A - June 29, 1937.  
R for R - July 10, 1937.  
R - July 21, 1937.  
Vol. 1195, page 116.

Grants and conveys a right of way and easement with the right to construct, erect, operate and maintain a 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. 25, Township No. 11N and Range No. 8W and bounded: On the North by lands of Ida H. Moonaw, Home Sav. & Loan Co., First Nat. Bank; On the East by Nimishillen Twp. line; On the South by lands of H. H. Miller and G. C. Sponseller; On the West by lands of G. C. Sponsell together with the right to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables.

No. 39

Oliver Bowers and  
Alice Bowers,  
husband and wife,

to

Samuel Campian and  
Josephine Campian

Warranty Deed - \$1.00.  
D & A - Sept. 15, 1942.  
R for R - Nov. 13, 1942.  
R - Jan. 4, 1943.  
Vol. 1388, page 108.

Conveys, among others, the premises described at Section Number 19 of this Abstract of Title, free from all incumbrances whatsoever except taxes and assessments due and payable December, 1942, and thereafter, all of which grantees assume and agree to pay.

NOTE: The above conveyance was signed before two witnesses and was acknowledged before a Notary Public in Memphis, Shelby County, Tennessee.

No. 40

Samuel Campian and  
Josephine Campian,  
husband and wife,

to

Timothy Sizick and  
Martha Sizick

Warranty Deed - \$1.00.  
D & A - Sept. 18, 1942.  
R for R - Nov. 13, 1942.  
R - Jan. 2, 1943.  
Vol. 1355, page 11.

Conveys 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 Northeast Quarter of Section Number 25, Township Number 11, and Range Number 8, Stark County, Ohio, and is described as follows: Beginning at an iron pin at the Northwest corner of said quarter section, thence Eastwardly along the North line of said section a distance of 828.5 feet to an iron pin; thence Southwardly and parallel to the West line of said quarter section a distance of 788.7 feet to an iron pin; thence Westwardly and parallel to the North line of said section a distance of 828.5 feet to an iron pin on the West line of said quarter section; thence Northwardly along the West line of said quarter section a distance of 788.7 feet to the place of beginning and containing 15.00 acres of land.

A strip of land 15 feet wide is reserved off the South side of the above described tract for a lane to permit ingress and egress to the tract of land adjoining the above described tract on the East.

The above conveyance is made free from all incumbrances whatsoever excepting taxes and assessments due and payable December, 1942, and thereafter, all of which grantees assume and agree to pay, and excepting a mortgage in the amount of \$4000.00 to Oliver Bowers.

NOTE: The above conveyance is signed: "Samuel E. Campian."  
"Josephine Campian."

No. 41

On October 21, 1944, Timonthy Sizick and Martha Sizick, by Warranty Deed, recorded in Volume 1470, page 444, conveyed to Samuel E. Campian and Josephine Campian, the following described premises, situated in the Township of Plain, County of Stark, and State of Ohio: Being a part of the Northeast Quarter of Section # 25, Township # 11 (Plain) and Range # 8, Stark County, Ohio, and is described as follows: Beginning at an iron pin at the Northwest corner of said quarter section, thence Southwardly along the West line of said quarter section a distance of 653.7 feet to an iron pin at the true place of beginning of the tract hereby described; thence Eastwardly and parallel to the North line of said quarter section a distance of 189.4 feet to an iron pin; thence Southwardly and parallel to the West line of said quarter section a distance of 115.0 feet to an iron pin; thence Westwardly and parallel to the North line of said quarter section a distance of 189.4 feet to an iron pin on the West line of said quarter section; thence Northwardly along the West line of said quarter section a distance of 115.0 feet to the true place of beginning and containing 0.50 acre of land.

No. 42

On November 2, 1946, Timothy Sizick and Martha Sizick, by Warranty Deed, recorded in Volume 1617, page 249, conveyed to David I. Gallagher and Susan M. Gallagher 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 Northeast Quarter of Section 25, Township 11 (Plain), Range 8 in Stark County, Ohio, and described as follows: Beginning at an iron stake at the Northwest corner of said quarter section; thence Eastwardly with the section line a distance of 290.40 feet to an iron stake; thence Southwardly and parallel to the quarter section line a distance of 150.00 feet to an iron stake; thence Westwardly and parallel to the section line a distance of 290.40 feet to an iron stake on the quarter section line; thence Northwardly with the quarter section line a distance of 150.00 feet to the place of beginning and containing 1.00 acre of land.

No. 43

Timothy Sizick and  
Martha Sizick,  
husband and wife,

Warranty Deed - \$1.00.  
D & A - June 29, 1949.  
R for R - July 1, 1949.  
R - July 5, 1949.  
Vol. 1824, page 213.

to

Galen A. Hostetler and  
Frances C. Hostetler

Conveys the premises described at Section Number 40 of this Abstract of Title, excepting therefrom the premises described at Section Number 41 of this Abstract of Title and also excepting therefrom the premises described at Section Number 42 of this Abstract of Title, free from all incumbrances whatsoever except taxes and assessments due December, 1949, and thereafter; also subject to easement and right of ways as recorded on the records of Stark County, Ohio.

NOTE: The above conveyance is signed:

her  
"Martha x Sizick."  
mark

"Timothy Sizick."

L I E N S

No. 44

Samuel Shirk and  
Catharine Shirk,  
husband and wife,

Mortgage Deed - \$510.43.  
D & A - Sept. 2, 1861.  
R for R - Sept. 2, 1861.  
R - Sept. 7, 1861.  
Vol. 77, page 264.  
CANCELLED.

to

Isaac Trump

Cancelled on the record as of April 6, 1863 by Isaac Trump.

No. 45

Andrew Sluss  
(No marital status given)  
to

Mortgage Deed - \$5000.00.  
D & A - May 30, 1862.  
R for R - May 31, 1862.  
R - June 2, 1863.  
Vol. 80, page 49.  
CANCELLED.

David Lind, Administrator  
of the Estate of Samuel Shirk, dec'd.

Cancelled on the record as of May 29, 1863 by David Lind.

No. 46

George Hossler  
(No marital status given)

to

Andrew Sluss

Mortgage Deed - \$4500.00.  
D & A - April 1, 1874.  
R for R - April 1, 1874.  
R - April 15, 1874.  
Vol. 129, page 350.  
CANCELLED.

Cancelled on the record as of April 1, 1878, by Andrew Sluss.

No. 47

Ferdinand J. Schlott  
(No marital status given)

to

George Hossler

Mortgage Deed - \$1980.16.  
D & A - June 28, 1875.  
R for R - June 29, 1875.  
R - July 14, 1875.  
Vol. 138, page 300.  
CANCELLED.

Cancelled on the record as of Dec. 1, 1882, by George Hossler.

No. 48

Theodore Roden  
(No marital status given)

to

Ferdinand J. Schlott

Mortgage Deed - \$1000.00.  
D & A - Nov. 15, 1878.  
R for R - Nov. 23, 1878.  
R - Dec. 10, 1878.  
Vol. 158, page 411.  
CANCELLED.

Cancelled on the record as of May 12, 1894, by Ferdinand J. Schlott.

No. 49

Oliver Bowers  
(No marital status given)

to

Anna Roden, Trustee for the  
benefit of  
Theodore Roden Jr.,  
Frank Roden,  
Arthur Roden,  
Edward Roden,  
Anna Millar and  
Mary Schaub

Mortgage Deed - \$3000.00.  
D & A - Jan. 6, 1911.  
R for R - Jan. 6, 1911.  
R - Jan. 13, 1911.  
Vol. 482, page 194.  
CANCELLED.

No. 49 -(Cont'd.)

The following cancellation appears on the margin of the record of the above Mortgage Deed: "This Mortgage is cancelled by the execution of a new mortgage herein dated February 18th, 1911, securing the note described herein, and the lien hereof is transferred and merged."

Signed: "Anna Roden, Trustee for  
Theodore Roden, Jr.  
Frank Roden et al."

"Copied from original mt'ge. 7/10/1911. M. E. McFarren, Recorder."

No. 50

Oliver Bowers  
(No marital status given)

to

Anna Roden, Trustee for the  
benefit of Theodore Roden Jr.,  
Frank Roden,  
Anna Millar,  
Arthur Roden,  
Edward Roden,  
Mary Schaub,  
Phillip T. Roden,  
William E. Roden,  
Joseph L. A. Roden,  
Crescentz M. Roden.

Mortgage Deed - \$3000.00.  
D & A - Feb. 18, 1911.  
R for R - Feb. 21, 1911.  
R - Feb. 28, 1911.  
Vol. 482, page 236.  
CANCELLED.

Cancelled on the record as of July 18, 1925, by Anna Roden, Trustee

No. 51

Oliver Bowers and  
Alice Bowers,  
husband and wife,

to

The Virginia Joint Stock Land  
Bank of Charleston

Mortgage Deed - \$2500.00  
D & A - June 27, 1925.  
R for R - July 18, 1925.  
R - July 30, 1925.  
Vol. 854, page 388.  
CANCELLED.

Cancelled on the record as of Sept. 14, 1942, by The Virginia  
Joint Stock Land Bank of Charleston, by H. H. Smallridge, President, Attest:  
M. H. Gardner, Secretary.

No. 52

Samuel Campian and Josephine Campian, husband and wife,

to

Oliver Bowers and Alice Bowers

Mortgage Deed - \$4,000.00.  
D & A - Sept. 17, 1942.  
R for R - Nov. 13, 1942.  
R - Dec. 30, 1942.  
Vol. 1389, page 267.  
CANCELLED.

Cancelled on the record as of July 28, 1944, by Oliver Bowers and Paul D. Bowers, Administrator of Estate of Alice Bowers, deceased.

No. 53

Timothy Sizick and Martha Sizick, husband and wife,

to

The Canton National Bank of Canton, Ohio

Mortgage Deed - \$1500.00.  
D & A - March 29, 1946.  
R for R - April 1, 1946.  
R - April 30, 1946.  
Volume 1558, page 107.  
CANCELLED.

Cancelled on the record as of July 6, 1949, by The Canton National Bank, By Geo. C. Mast, Asst. Vice Pres., By C. R. Hostetler, Asst. Cash.

No. 54

Galen A. Hostetler and Frances C. Hostetler, husband and wife,

The Home Savings & Loan Company

Mortgage Deed - \$3000.00.  
D & A - July 1, 1949.  
R for R - July 1, 1949.  
R - July 5, 1949.  
Vol. 1845, page 169.  
NOT CANCELLED.

*Cancelled on record. See record. Hostetler, at law*

Covers the premises described at Section Number 43 of this Abstract of title and was given to secure a promissory cognovit note of even date in the principal sum of \$3000.00, payable, with interest at the rate of 4½ per cent per annum payable monthly in advance, in installments of not less than \$30.00 per month in advance, on or before the 1st day of each calendar month during its continuance.

No. 55

Anna Roden, widow

to

James M. Neel

Lease.

D - Dec. 12, 1907.

A -

R for R - Dec. 13, 1907.

R - Jan. 14, 1908.

Lease Record 12, page 315.

NOT CANCELLED.

Leases a farm of 49.90 Acres in Plain Township, Section Number 25 for a term of Three (3) years to commence on April 1, 1908 and to expire on April 1, 1911.

No. 56

Oliver Bowers and  
Alice Bowers,  
husband and wife,

to

The East Ohio Gas Co.

Oil and Gas Lease - \$1.00.

D - May 15, 1930.

A - May 17, 1930.

R for R - June 27, 1930.

R - Aug. 18, 1930.

Lease Record 43, page 402.

CANCELLED.

Cancelled on the record as of Aug. 30, 1937, by The East Ohio Gas Co., by W. G. Hogan, General Manager.

No. 57

No Mechanics Liens.

No. 58

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

No. 59

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

No. 60

The Tax Duplicate lists 13.50 Acres of land in the Northeast Quarter, including the premises described in the Heading of this Abstract of Title, as follows:

Taxes Due and payable June, 1950, paid. Amount paid, \$17.68.

No assessments listed upon the Tax Duplicate.

No. 61

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

-----o-----

I hereby certify that the foregoing ABSTRACT OF TITLE consisting of Sixty-one (61) 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 0.75 acres of land in the Township of Plain, County of Stark and State of Ohio and being more fully described in the Heading of this ABSTRACT OF TITLE, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Arthur A. Sayre  
ATTORNEY AT LAW

Dated at Canton, Ohio

September 25, 1950 at

8 o'clock A. M.

Plain Township Historical Society



premises, said CONTINUATION showing changes in TITLE thereto since and including September 25, 1950:

Situated in the Township of Plain, County of Stark, and State of Ohio: Known as and being a part of the Northeast Quarter of Section Number Twenty-five (#25), Township Number Eleven (#11) (Plain), Range Number Eight (#8), Stark County, Ohio, bounded and described as follows: Beginning at an iron pin at the Northwest corner of said Quarter Section; thence Southwardly, along the West line of said Quarter Section, said line also being the center line of a Public Road, a distance of 601.85 feet to the place of beginning of the tract herein conveyed; thence Eastwardly, and parallel with the North line of said Quarter Section, a distance of 335.60 feet; thence Southwardly, and parallel with the West line of said Quarter Section, a distance of 38.15 feet; thence Westwardly, and parallel with the North line of said Quarter Section, a distance of 146.20 feet; thence Southwardly, and parallel with the West line of said Quarter Section, a distance of 13.70 feet; thence Westwardly, and parallel with the North line of said Quarter Section, a distance of 189.40 feet to the West line of said Quarter Section and center line of said Public Road; thence Northwardly, along the West line of said Quarter Section and center line of said Public Road, a distance of 51.85 feet to the place of beginning, containing 0.35 acre of land, more or less.

(Survey by Arthur O. Hill)

No. 62.

No Deeds to the premises described in the Heading of this Continuation to Abstract of Title from Galen A. Hostetler or Frances C. Hostetler have been filed for record since and including September 25, 1950.

No. 63.

On October 30, 1950 Galen A. Hostetler and Frances C. Hostetler, husband and wife, by Land Contract recorded November 22, 1950, in Mortgage Record Volume 1957, page 614 of the Stark County Mortgage Records, contract to sell and convey to Ivan L. Ray and Rita M. Ray the premises described at Section No. 40 of the foregoing Abstract of Title, excepting therefrom seven tracts among which appears the following described premises: "Known as and being a part of the Northeast Quarter of Section 25, Township 11 (Plain), Range 8, Stark County, Ohio, and described as follows: Beginning at an iron pin at the northwest corner of said quarter section; thence south along the west line of said quarter section (said line being the center line of a Public Road) a distance of 550.00 feet to the place of beginning of the tract herein described; thence eastwardly, and parallel to the North line of said quarter section, a distance of 335.60 feet; thence southwardly, and parallel to the west line of said quarter section, a distance of 90 feet; thence westwardly, and parallel to the north line of said quarter section, a distance of 146.20 feet; thence southwardly, and parallel to the west line of said quarter section, a distance of 13.70 feet; thence westwardly, and parallel the north line of said quarter section, a distance of 189.40 feet to the west line of said quarter section and center line of said Public Road; thence northwardly, along the west line of said quarter section, a distance of 103.70 feet to the place of beginning, containing 0.75 acre of land, more or less."

L I E N S

No. 64.

No Mortgages have been filed for record since and including September 25, 1950.

No. 65.

No Leases nor Mechanics Liens.

No. 66.

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

No. 67.

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

No. 68.

The premises described in the Heading of this Continuation to Abstract of Title are included in 13.50 Acres on the Tax Duplicate.

Taxes due and payable June, 1953, paid. Amount paid, \$48.42.

Taxes due and payable December, 1953, unpaid. Amount due, \$47.46.

No Assessments listed upon the Tax Duplicate.

No. 69.

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

----- oOo -----

I hereby certify that the foregoing CONTINUATION, consisting of Sections Numbers Sixty-two (62) to Sixty-nine (69) inclusive, was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the TITLE to a part of the Northeast Quarter of Section Number Twenty-five (#25), Township Number Eleven (#11) (Plain), Range Number Eight (#8), Stark County, Ohio containing 0.35 acre of land, more or less, and being more fully described in the Heading of this Continuation to Abstract of Title, since and including September 25, 1950, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

  
ATTORNEY AT LAW

Dated at Canton, Ohio,  
February 18, 1954, at  
8 o'clock A. M.

CONTINUATION

of the foregoing Abstract of Title with respect to part of the Northeast Quarter of Section No. 25, Township No. 11 (Plain) and Range No. 8, Stark County, Ohio, containing .35 acre of land, more or less.

ITEM 1.

Galen A. Hostetler and  
Frances C. Hostetler,  
husband and wife,

Warranty Deed - \$1.00  
Dated - February 26, 1954  
Rec. for Rec. - March 11, 1954  
Volume 2242, Page 63

to

Warren D. Miller and  
Mercie D. Miller

Conveys premises abstracted.

ITEM 2.

Estate of Warren D. Miller,  
Deceased  
No. 63307  
Docket 57, Page 598

- 1959  
Sept. 18 Application for letters of  
administration filed, Orrin  
D. Miller.
- Sept. 18 Bond filed and approved.
- Sept. 18 Letters issued.
- Oct. 29 Proof of Publication fil
- 1960  
June 14 Inventory application and  
waivers filed. 10-31-60  
hearing had, inventory  
and application approved  
and confirmed.
- Sept. 16 Application for entry of  
transfer of realty filed  
Hearing had. Realty order  
transferred; entry issued
- Sept. 16 Petition to determine in  
heritance tax filed; hea  
had. Estate found not  
subject to tax.
- Sept. 16 First and final account  
filed. 10-31-60 hearing  
had; account approved.

The application for letters testamentary recites that Warren D. Miller died intestate leaving Mercie D. Miller his surviving spouse and the following minor children:

- Darrell L. Miller
- Diane K. Miller
- Douglas K. Miller
- Connie S. Miller

Plain Township Historical Society

ITEM 3.

Warren D. Miller, deceased,  
to

Certificate of Transfer  
Dated - September 16, 1960  
Rec. for Rec. - Sept. 16, 1960  
Volume 2722, Page 662

Mercie D. Miller (2/12)  
Darrell L. Miller (1/12)  
Diane K. Miller (1/12)  
Douglas K. Miller (1/12)  
Connie S. Miller (1/12)

Transfers premises abstracted.

ITEM 4.

Guardianship of:  
Darrell L. Miller  
Diane K. Miller  
Douglas K. Miller  
Connie S. Miller  
Docket V, Page 179  
No. 21149

In the Probate Court of  
Stark County, Ohio

1969  
May 2 Application for appointment  
of guardian, Notice ordered  
and returned served 5-8-69;  
Hearing had, court finds  
guardianship necessary.  
May 8 Application for letters  
filed Orrin D. Miller.  
May 8 Guardians bond filed and  
approved.  
May 8 Letters issued.  
June 3 Inventory filed.

ITEM 5.

Orrin D. Miller,  
Guardian of:  
Darrell L. Miller  
Diane K. Miller  
Douglas K. Miller  
Connie S. Miller

Guardians Petition to Sell  
Real Estate  
No. 21149  
Docket 42, Page 231

vs.

1969  
June 3 Petition and waivers of  
service of summons filed.  
June 4 Summons issued.  
June 17 Return showing service on  
all minor defendants.  
July 17 Application for appointmer  
of guardian ad litem filed  
July 17 Hearing had. John R. Wern  
appointed guardian ad litem

Darrell L. Miller  
Diane K. Miller  
Douglas K. Miller  
Connie S. Miller  
Mercie D. Miller

- 1969  
July 17 Answer of guardian ad litem filed.
- July 25 Hearing had, appraisers appointed. Order of appraisal issued.
- Aug. 5 Appraisal returned with \$4,000.00
- Aug. 6 Appraisal approved and bond approved. Property ordered sold at private sale.
- Aug. 6 Order of private sale issued.
- Oct. 16 Order of sale returned. Property sold to Mercie D. Miller for \$4,000.00.
- Oct. 16 Hearing had. Sale approved and confirmed. Deed and distribution ordered.

ITEM 6.

Orrin D. Miller,  
Guardian of:  
Darrell L. Miller  
Diane K. Miller  
Douglas K. Miller  
Connie S. Miller

Guardians Deed - \$4,000.00  
Dated - October 16, 1969  
Rec. for Rec. - Oct. 20, 1969  
Volume 3411, Page 497

to

Mercie D. Miller

Conveys One-third interest. (1/3)

ITEM 7.

There are no mortgages.

ITEM 8.

There are no old age pension liens.

ITEM 9.

There are no leases or mechanic's liens.

ITEM 10.

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

ITEM 11.

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

ITEM 12.

There are no proceedings in the probate court for guardian

ship, lunacy, feeble-mindedness, or epilepsy.

ITEM 13.

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

ITEM 14.

TAXES: June, 1969 payment \$9.05--PAID

ITEM 15.

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

\* \* \*

I hereby certify that the foregoing Continuation of  
Abstract of Title consisting of 15 Items was collated by me from  
the official records of Stark County, Ohio, and that I believe  
same is correct and shows every instrument of record affecting  
title to said premises as described by the General Indexes in th  
several County offices in and for Stark County, Ohio, since and  
including, May 10, 1949, to the date hereof.

Canton, Ohio  
October 24, 1969  
11:00 A. M.

Walter S. Havelock

Plain Township Historical Society

of the foregoing abstract of title to part of the northeast quarter of Section No. 25, Plain Township, Stark County, Ohio, since and including October 24, 1969.

ITEM 1.

Mercie D. Miller, unmarried

to

Warranty Deed - \$1.00  
Dated October 24, 1969  
Rec. for Rec. Oct. 24,  
Volume 3431 page 307

James A. Messersmith and  
Mary Frances Messersmith

Conveys premises abstracted.

ITEM 2.

James A. Messersmith and  
Mary Frances Messersmith,  
husband and wife

to

The Dime Bank

Mortgage - \$10,000.00  
Dated October 24, 1969  
Rec. for Rec. Oct. 24, 1969  
Volume 3427 page 209

Covers premises abstracted. Given as security for note in the principal amount of \$10,000.00 with interest at the rate of 7 3/4 percent per annum, payable in monthly installments of \$82.10 each, with the entire balance due and payable in October, 1989.

ITEM 3.

There are no old age pension liens.

ITEM 4.

There are no leases or mechanic's liens.

ITEM 5.

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

ITEM 6.

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

ITEM 7.

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

ITEM 8.

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

ITEM 9.

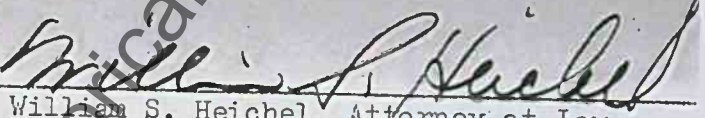
TAXES: June 1969 payment \$113.29 paid

ITEM 10.

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

\* \* \*

I hereby certify that the foregoing Continuation of Abstract of Title consisting of 10 Items was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises as described by the General Indexes in the several County offices in and for Stark County, Ohio, since and including Oct. 2, 1969, to the date hereof.

  
\_\_\_\_\_  
William S. Heichel, Attorney at Law

October 24, 1969  
4:14 P. M.  
Canton, Ohio

Plain Township Historical Society



CONTINUATION

CONTINUATION to the foregoing Abstract of Title, showing all changes affecting the title to .35 acre of land situated in the northeast quarter of Section 25, Plain Township, Stark County, Ohio, as more fully described in the heading of the next preceding Continuation to this Abstract of Title dated February 18, 1954, since and including October 24, 1969, at 4:14 p.m.

No. 11

No deeds or land contracts.

No. 12

No mortgages or financing statements.

No. 13

No leases or mechanic's liens.

No. 14

No federal tax, no personal property tax, no recognition bond, and no Unemployment Compensation liens.

No. 15

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

No. 16

No trust, guardianship or other proceeding in the Probate Court records of Stark County, Ohio.

No. 17

TAXES: 2nd half taxes for 1985 in the amount of \$19.90 (10% roll back, state inflationary reduction deducted) have been paid (Parcel No. 52-01261).

No assessments.

No. 18

I have made no search for special assessments which are not shown on the tax duplicate in the Treasurer's office; nor for conveyances, agreements, leases, or mechanic's liens not filed for record at the date hereof; nor for the rights of parties in possession not shown of record; nor for pending suits or judgments in U.S. Bankruptcy Court or in any court other than the Common Pleas Court of Stark County, Ohio.

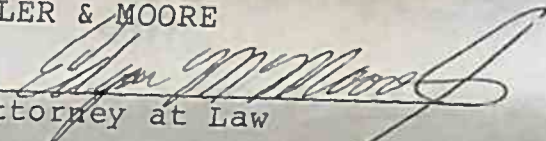
\*\*\*\*\*

I HEREBY CERTIFY that the foregoing Continuation, consisting of Sections 11 to 18, inclusive, was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the

title to said premises, as shown by the General Indices in the several county offices in and for Stark County, Ohio, from and including October 24, 1969, at 4:14 p.m., to the date hereof.

Canton, Ohio  
July 24, 1986  
8:00 a.m.

BIXLER & MOORE

By   
Attorney at Law

Plain Township Historical Society