

Property of  
Plain Township  
Historical Society

Property at  
1615 - 34<sup>th</sup> St NE.  
Canton, Oh.  
Plain Twp

# A Abstract

## The Title

To Lot No. 172 in  
OAKWOOD PARK NO. 5,  
Plain Township,  
Stark County, Ohio.

RETURN TO: CITIZENS SAVINGS ASSN.  
100 CENTRAL PLAZA SOUTH  
CANTON, OHIO 44702

GONZALES: Raymond James                      21-0094493

STARK COUNTY ABSTRACT COMPANY  
ARTHUR L. NEBEL - CARL SHIFMAN  
Attorneys  
First National Bank Building

Plain Township Historical Society

Ms. Vera Dishong  
2015 Grove St NE  
Canton, OH 44721

D

ABSTRACT OF TITLE

Lot 172 in Oakwood Park Number  
5, Plain Township, Stark County,  
Ohio.

ABSTRACT OF TITLE  
OF PROPERTY AT 1615 3RD  
ST NE CANTON, OHIO 44702  
PLAIN TOWNSHIP, OH

~~DANIEL O'CONNOR~~

ATTORNEY AT LAW

618 PEOPLES MERCHANTS BANK BLDG.

CANTON, OHIO 44702

Plain Township Historical Society

50,274 ABSTRACT OF TITLE relating to Lot No. 172 in  
Oakwood Park No. 5, Plain Township, Stark County, Ohio, as  
designated upon the plat of said allotment recorded in Plat  
Record 31, Page 22, Stark County, Ohio, Recorder's Office.

Lot No. 172 fronts 53 feet on the north side of 34th  
Street N. E. and extends northwardly, a uniform width, 135 feet.

As noted on the plat, the front building line is 30  
feet north of the south lot line.

Also, 6 feet off the entire north end of said lot is  
reserved as an easement for public utilities.

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.

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

*Wm. J. Sullivan*

No. 3.

The United States of America,  
By Calvin Coolidge, President,  
to  
Hugh Cunningham.

Patent.  
Dated June 14, 1927.  
Rec. for rec. June 30, 1927.  
Vol. 943, page 235.

Conveys the Southeast Quarter of Section #27, Township #11, North of the Ohio River Base, Range #8 West of the State line, Ohio, containing 159.90 acres of the lands directed to be sold at Steubenville, Ohio, by Act of Congress.

This patent is granted as and for a patent intended to have been granted and issued on January 20, 1812, but the issuance of which is not sufficiently evidenced by the records of the General Land Office or by other obtainable evidence.

No. 4.

Hugh Cunningham  
and Jane, wife,  
to  
David Cunningham.

Warranty Deed \$120.00.  
Dated June 9, 1813.  
Rec. for rec. Oct. 19, 1813.  
Vol. "B", page 252.

Conveys part of the south east quarter of Section #27, Township #11, Range #8, beginning at the quarter section post on the east and west line between said Section #27 and #34; thence north 100 perches to a post; thence east 71.8 perches to a post in Nimishillen Creek which runs thru said quarter section; thence down the creek by lands of John Snider Jr. south 33.2 perches to a post; thence south 29° east 19.3 perches to a post; thence south 7° east 18 perches to a post; thence south 64° east 18 perches to a post; thence south 6° west 18.5 perches to a post; thence south 35° east 8.9 perches to a post on the the above mentioned line between said sections #27 and #34; thence east on said line 102.6 perches to the place of beginning, containing 58 acres more or less, which said quarter section was confirmed unto the said Hugh Cunningham, by Patent from the United States bearing date the 20" day of Jan. A. D. 1812.

No. 5.

David Cunningham,  
Mary, wife,  
to  
Samuel Coulter.

Warranty Deed \$1160.00.  
Dated Feb. 2, 1816.  
Rec. for rec. Mar. 12, 1816.  
Vol. "C", page 179.

Conveys the 58 acres described in Section #4 giving the direction in the last course as "west" instead of "east" as in Section #4 which was an error.

Said premises being the same which were conveyed unto said David Cunningham by deed of conveyance from Hugh Cunningham and Jane, his wife, 9" day of July 1813.

*Wm. F. Fitch*  
A. M. Fitch

No. 6.

Samuel Coulter and wife,  
to  
Joseph Goodman and  
Anna M. D., his wife.

Warranty Deed \$696.00.  
Dated Aug. 8, 1828.  
Rec. for rec. Aug. 9, 1828.  
Vol. "G", page 490.

NOTE:- Conveys the premises as described in section 4.  
Grantors sign, "Sam'l. Coulter"  
"Keziah Jane Coulter".

No. 7.

Joseph Goodman and  
Anna M. D., wife,  
to  
Conrad Krebatt and  
Luisa, wife of the  
said Conrad Krebatt.

Warranty Deed \$800.00.  
Dated Jan. 14, 1832.  
Rec. for rec. Feb. 6, 1832.  
Vol. "J", page 40.

Conveys the premises as described in section 4,  
except that the distance in the 2nd course in this description  
is "71 perches and 8 links" instead of "71.8 perches" as in  
said section.

No. 8.

We find no Will nor the administration of any Estate  
of Luisa or Louisa Krebatt or Grebast on record in the Stark  
County Probate Court.

No. 9.

We find no litigation on record in either the Stark  
County Clerk's Office or the Stark County Probate Court passing  
title from said Luisa or Louisa Krebatt or Grebast or her heirs  
for her interest in said premises.

No. 10.

Conrad Grebast's Will

Dated Jan. 11, 1866.  
Probated Feb. 15, 1866.  
Will Rec. "D", page 99.  
Stark County Probate Court.

1. It is my will that all my just and honest debts  
be paid.  
2. I hereby bequeath to my adopted daughter Juliana  
Schissler intermarried with John Feller in consideration and  
liquidation of her services rendered while remaining with me  
as she did - the sum of \$400.00. Said John Feller having

(over)

*Wm. F. Feller*  
A. M. FRUTKIN

received of me \$100.00 for which I hold his note, in case he pays the same at maturity, said \$400.00 are to be paid in full - if not said \$100.00 are to be deducted from said \$400.00. And in that event said Juliana Schissler is only to receive \$300.00 and said note is to be treated as paid. Also the bed and bedstead she used to sleep on.

3. I bequeath to Margaretta Koch for her attention and care shown to me before and during my present sickness, the sum of \$100.00. And make no charge against her for the advancement of \$20.00 made to her by me.

4. That after by death my remaining personal and real property be sold either at private or public sale on such terms and conditions as my Executor hereinafter named may think just and right for the best interest of my children interested; - and to convey the same in fee simple or otherwise to the purchaser or purchasers of the same. That out of the avails of the sale of said personal and real property my said Executor pay first the amount above named to Juliana as aforesaid and to Margaretta Koch the amount above named.

5. That the balance of said avails of my real and personal property, my said Executor divide equally among all my legal and representatives, namely, to my son William, my daughters Louisa, Margaretta, Magdalena, Catherine, Carolina, and Juliana and to the legal heirs of my daughter Elizabeth, deceased, in equal parts and in making said division among my said children my said Executor charge my said children respectively for the following advancements made by me to them respectively, and to equalize the distribution of the said avails by taking into account said advancement. The advancements they made are as follows:

1. To Juliana, wife of Jacob Laubsher \$137.00
2. To Elizabeth, wife of Reverend John Hann \$25.00
3. To Louisa Wilmerth wife of Peter Wilmerth \$30.00
4. To Catherine Bierwirth \$440.00
5. To William Grebast, my son \$ 50.00
6. To Carolina Grebast, wife of John Long \$ 70.00

Lastly - I hereby constitute and appoint Louis Schaefer of Canton, Ohio, as the Executor of my last will and testament, revoking any and all former wills by me made and declaring this as my only will and testament.

Conrad Grebast

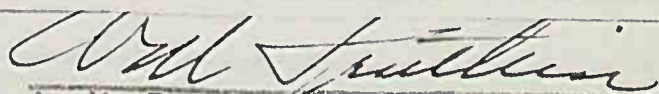
Signed in our presence by said testator - in our presence by said testator and by us signed in his presence and at his request as witnesses.

January 11, 1866.

John Gaff  
Rosina Cook

No. 11.

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



A. M. Frutkin  
Attorney at Law  
Cincinnati, Ohio

No. 12.

Conrad Grebast's  
Estate.

#172  
1866 Feb. 15, Louis Schaefer, Exr.  
" " " Bond \$5000.00 filed.  
" " " Letters issued.  
" June 20, Inventory and sale list  
filed.  
1866 Aug. 10, First account filed.  
1872 Sept. 19, Final account filed.  
Admr. Doc. "E", page 87.  
Stark County Probate Court.

No. 13.

Louis Schaefer as Executor  
of the Estate of  
Conrad Grebart, deceased,  
to  
Jacob F. Barnett.

Excr's. Deed \$3600.00.  
Dated --- --  
Ack'd. June 8, 1866.  
Rec. for rec. June 8, 1866.  
Vol. 89, page 403.

Recites that said conveyance is made by virtue in the powers in said Executor vested by said last will of said Conrad Grebart, deceased, and conveys the premises as described in Sec. 5.

No. 14.

Jacob F. Barnett  
and Hannah, wife,  
to  
John W. Sissle.

Quit Claim Deed \$3900.00.  
Dated Mar. 30, 1867.  
Rec. for rec. Apr. 8, 1867.  
Vol. 95, page 340.

Quit claims all right, title and interest and estate, legal and equitable in and to the premises described in Sec. 5.

No. 15.

John W. Sissle  
and wife,  
to  
John J. Henry.

Warranty Deed \$6962.87.  
Dated Mar. 24, 1883.  
Rec. for rec. Mar. 27, 1883.  
Vol. 195, page 68.

Conveys part of the Southeast Quarter of Section #27, Township #11 (Plain), Range #8, Stark County, Ohio, beginning at the southwest corner of said quarter section; thence north  $2\frac{1}{2}^{\circ}$  east 25.41 chains; thence south  $87\frac{1}{2}^{\circ}$  east 17.95 chains to a post in creek; thence along said creek south  $2\frac{1}{2}^{\circ}$  west 8.30 chains; thence south  $26\frac{1}{2}^{\circ}$  east  $4.82\frac{1}{2}$  chains; thence south  $4\frac{1}{2}^{\circ}$  east 4.50 chains; thence south  $61\frac{1}{2}^{\circ}$  east 4.50 chains; thence south  $8\frac{1}{2}^{\circ}$  west 4.62 chains; thence south  $32\frac{1}{2}^{\circ}$  east 2.22 chains to south line of section; thence north  $87\frac{1}{2}^{\circ}$  west 25.65 chains to place of beginning, containing 52.55 acres.

NOTE:- Grantors sign, "John W. Sissler, Susan x Sissler"  
her  
mark  
and are acknowledged as "John W. Sissler and Susan Sissler".

*Wm. Sissler*  
W. M. Sissler

No. 16.

John - Henry,  
to  
A. B. Stuber.

Power of Attorney  
Dated Mar. 18, 1924.  
Rec. for rec. Apr. 4, 1924.  
Power of Atty. Rec. 1, page 75

Constitutes and appoints A. B. Stuber my true and lawful attorney for me and in my name, place and stead, to grant, bargain and sell my farm consisting of about 53 acres of land in the southeast quarter of section #27, and about 27 acres of land in the northeast quarter of Section #34, Plain Township, Stark County, Ohio, upon such terms and conditions and for such prices as my said Attorney may deem fit and proper, he to have the right to designate the manner of payment, security and all terms relating thereto. This Power of Attorney to be irrevocable excepting upon agreement by both parties hereto, hereby giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises, as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney, or his substitute shall lawfully do or cause to be done by virtue hereof.

NOTE:- First party signs, "John G. Henry".

No. 17.

NOTICE OF REVOCATION, BY DEATH, OF POWER OF ATTORNEY  
AFFECTING REAL ESTATE LOCATED IN STARK COUNTY, OHIO.

Notice is hereby given by Sarah McLinden and Minnie Schondel, sole heirs at law, legatees and devisees of John J. Henry, deceased, the owner of record at the time of his death of lands lying in Stark County, Ohio, and consisting of about fifty-three (53) acres of land in the south east quarter of Section 27, and about twenty-seven (27) acres of land in the northeast quarter of Section 34, Plain Township, Stark County, Ohio, and that the Power of Attorney heretofore executed by the said John J. Henry, now deceased, in favor of A. B. Stuber, dated the 18th day of March, 1924, and filed for record with the Recorder of Stark County, Ohio, on April 4, 1924, and recorded in Record 1, page 75 of the records of Powers of attorney in the said office of the Recorder of Stark County, Ohio, and pertaining to the aforementioned real estate and lands, has been revoked by the death of the said John J. Henry, which occurred on the 26th day of November, 1929, at Canton, Ohio, and whereas said Power of Attorney contained a provision as follows:

"This power of attorney to be irrevocable excepting upon agreement by both parties hereto."

The undersigned A. B. Stuber, does hereby expressly consent and agree that the same was revoked by the death of the said John J. Henry and is hereby revoked and canceled,

Dated this 10th day of May, 1941.

Sarah McLinden

Minnie Schondel

A. B. Stuber

(over)

*A. M. Fulkim*  
A. M. FULKIM



NOTE:- Above instrument properly witnessed and acknowledged.

Rec. for rec. May 20, 1941.

Misc. Rec. 1309, page 323, (Serial No. 450368), Stark County Recorder's Office.

No. 18.

On March 22, 1921 John J. Henry granted to The Ohio Power Company, its successors and assigns forever, the right and easement to erect, construct, and maintain a line or lines for the transmission of electric energy thereover for any and all purposes for which electric energy is now or may hereafter be used and a telegraph and telephone line or lines over and upon our lands and along the public highways upon which said lands adjoin or abut.

Situated in Plain Township, Stark County, Ohio, and part of Section #27, Township #11, Range #8, bounded as follows:

On the north by lands of Mrs. Schumaker.

On the east by lands of Minerva Martin

On the south by lands of Highway.

On the west by lands of Martin and Martin, with the right of ingress and egress to and from and over said premises.

Said poles to be set along the section line across said land.

Vol. 830, page 140, Stark County Recorder's Office.

No. 19.

John J. Henry,

Karl A. Most,

-vs-

David Cunningham,  
and the unknown heirs,  
devisees and assigns of  
David Cunningham, deceased,  
Joseph Goodman and the  
unknown heirs, devisees  
and assigns of Joseph  
Goodman, deceased,  
Anna M. D. Goodman and  
the unknown heirs, devisees  
and assigns of Anna M. D.  
Goodman, deceased,  
Conrad Krebatt and the  
unknown heirs, devisees and  
assigns of Conrad Krebatt,  
deceased,  
Louisa Krebatt, and the  
unknown heirs, devisees  
and assigns of Louisa  
Krebatt, deceased,  
John W. Sissle and the  
unknown heirs, devisees  
and assigns of John W.  
Sissle, deceased.

EQUITY

1926 Mar. 24, Petition filed.

" " " Motion filed.

" " " Entry making parties  
defendant.

" " " Affidavit for publi-  
cation filed.

" " " Publication ordered.

July 1, Decree quieting title.

App. Doc.129, page 46582.

Rec. Vol.291, page 20.

Stark County Clerk's Office.

(over)

*Wm. Franklin*  
W. M. Franklin

Plaintiffs say that said John J. Henry and Karl A. Most are the owners in fee simple of the following described property, to-wit:- Part of the Southeast Quarter of Sec. #27, Twp, #11 (Plain), R. #8, Stark County, Ohio, beginning for the same at the southwest corner of said quarter section; thence north  $2\frac{1}{2}^{\circ}$  east 25.41 chains; thence south  $87\frac{1}{2}^{\circ}$  east 17.95 chains to a post in the Creek; thence along said Creek south  $2\frac{1}{2}^{\circ}$  west 8.30 chains; thence south  $26\frac{1}{2}^{\circ}$  east  $4.82\frac{1}{2}$  chains; thence south  $4\frac{1}{2}^{\circ}$  east 4.50 chains; thence south  $61\frac{1}{2}^{\circ}$  east 4.50 chains; thence south  $8\frac{1}{2}^{\circ}$  west 4.62 chains; thence south  $32\frac{1}{2}^{\circ}$  east 2.22 chains to the south line of said section; thence north  $87\frac{1}{2}^{\circ}$  west 25.65 chains to the place of beginning, containing 52.55 acres of land. Said tract including lots #1 to #48 inclusive in Oakwood Park Addition #1 to the City of Canton, Ohio. Lots 18, 31, 42, 43, 44, 45 in said addition are the exclusive property of the plaintiff, Karl A. Most; the legal title to the balance of said premises being held by John J. Henry and the equitable title to the same by Karl A. Most.

Plaintiffs say that the said defendants have or claim to have some interest in said premises adverse to the title of these plaintiffs; that said claims are void and of no effect but are a cloud upon plaintiff's title.

Wherefore plaintiffs pray that said above named defendants be made parties to this action; that they be required to set up their said claims; that the same be declared void and held for naught and plaintiff's title be quieted as against each and every one of them and for such other and further relief to which they may be entitled.

Upon motion, it is ordered by the Court that said unknown heirs, devisees and assigns of said above named defendants be made parties to this action.

Affidavit for publication recites that service of summons cannot be made upon the above named defendants within this, the State of Ohio and that their present residence is unknown and cannot with reasonable diligence be ascertained and that this action is one of those mentioned in Section 11292 of the General Code of Ohio being an action to quiet title to real estate.

Publication ordered by the Court.

Notice of pendency of action served on all of said defendants by publication in The Wilmot Review for 6 consecutive weeks beginning on the 1st day of April 1926.

Upon hearing, it is therefore ordered, adjudged and decreed by the Court that the title and possession of the said John J. Henry, to all and singular the following described premises to-wit: Part of the southeast quarter of section 27, township 11 (Plain) in range 8, beginning for the same at the southwest corner of said quarter section; thence north  $2\frac{1}{2}^{\circ}$  east, 25.41 chains; thence south  $87\frac{1}{2}^{\circ}$  east, 17.95 chains to a post in the creek; thence along said creek, south  $2\frac{1}{2}^{\circ}$  west, 8.30 chains; thence south  $26\frac{1}{2}^{\circ}$  east,  $4.82\frac{1}{2}$  chains; thence south  $4\frac{1}{2}^{\circ}$  east, 4.50 chains; thence south  $61\frac{1}{2}^{\circ}$  east, 4.50 chains; thence south  $8\frac{1}{2}^{\circ}$  west, 4.62 chains; thence south  $32\frac{1}{2}^{\circ}$  east, 2.22 chains to the south line of said section; thence north  $87\frac{1}{2}^{\circ}$  west 25.65 chains to the place of beginning containing 52.55 acres of land. Said tract including lots #1 to 48 inclusive in Oakwood Park Addition #1 to the City of Canton, Ohio, as recorded in plat book 17, page 76 of the Stark County Records, excepting lots #18, 31, 42, 43, 44 and 45 in Oakwood Park Addition to Canton, Ohio, and that the title and possession of the said Karl A. Most, to lots numbers 18, 31, 42, 43, 44 and 45 in Oakwood Park Addition to Canton, Ohio, as recorded in plat book 17, page 76 of the Stark County Plat Records,

*Wm. J. Fetter*  
A. M. Fetter

be and the same hereby are quieted as against the defendants and each and every one of them and all persons claiming under them or any of them, and they are hereby enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of said plaintiffs, their heirs or assigns thereto.

No. 20.

John J. Henry's Will

Dated June 21, 1922.  
Probated April 12, 1929  
Will Rec. 58, page 515.  
Stark County Probate Court.

I, John Henry, of the City of Canton, County of Stark and State of Ohio, being about 80 years of age and of sound and disposing mind and memory, do make, publish and declare this my last will and testament, hereby revoking and annulling any and all will or wills by me made heretofore;

1st: My will is that all my just debts and funeral expenses be paid out of my estate as soon after my decease as shall be found convenient.

2nd: I give, devise and bequeath all the property both real and personal of which I may die seized to my beloved wife, Caroline, to be hers for and during the term of her natural life, with full power to control and possess the same and apply the income thereof to her own needs and comforts.

3rd: After the death of my said wife, Caroline, I give, devise and bequeath to the Right Reverend Joseph Schrembs, D. D., Bishop of Cleveland, the sum of \$1000.00 for St. Peter's Church of Canton, Ohio. Also to him for the St. Louis Orphanage at Louisville, Ohio, the sum of \$1000.00.

4th: All the remainder of my property of any and every description whatsoever, after the payment of the foregoing bequests, I give, devise and bequeath to my daughters, Mena Schandel and Sarah McLinden, to be divided equally between them, share and share alike.

5th: I hereby nominate and appoint A. B. Stuber of Canton, Ohio, to be Executor of this my last will and testament.

In Testimony whereof, I have set my hand to this my last will and testament at Canton, Ohio, this 21st day of June A. D. 1922.

Witnesses:

A. B. Stuber  
Gertrude R. Harris.

John J. Henry

Application to probate the will of said John J. Henry, deceased, recites that he died on March 27, 1929, leaving no widow, and the following persons all of his next of kin, to-wit:

Sarah McLinden	Daughter	Canton, Ohio
Minnie Schondel	Daughter	North Industry, Ohio

Application made by A. B. Stuber.  
Will Rec. 58, page 515, Stark County Probate Court.

No. 22.

Waiver of notice of application to probate the will of said John J. Henry, deceased, and consent to the probate of the same by Minnie Schondel and Sarah McLinden.

Will Rec. 58, page 517, Stark County Probate Court.

No. 23.

John J. Henry's  
Estate,  
Canton City.

#21548		
1929	Apr. 3,	Application to probate will filed.
"	" 4,	Commission issued.
"	" 9,	Waiver of notice filed.
"	" 12,	Commission returned executed.
"	" "	Will admitted to probate and record.
"	" 18,	Application for letters filed.
"	" "	A. B. Stuber, Executor.
"	" "	Bond \$36,000.00 filed and approved.
"	" "	Letters issued.
"	May 8,	Proof of publication filed.
"	" 17,	Inventory and appraisement filed.
"	Aug. 31,	Statement issued to County Auditor.
1931	Oct. 26,	Final Account filed.
1937	Nov. 19,	Application to transfer real estate filed.
"	" "	Transfer ordered.
"	" "	Certificate issued.
"	" "	Petition for distribution in kind filed.
"	" "	Assent and agreement filed.
"	" "	Distribution ordered.
"	" "	Report of distribution filed.
"	" "	Report approved.

(over)

*A. M. Fitch*  
A. M. FITCH

INHERITANCE TAX

1931 Oct. 26, Petition to determine Inheritance Tax.  
 " " 27, Estate found as follows: Gross \$18,498.29. All personal debts \$2376.44, Net \$16,121.85. Notices and copies ordered.  
 " " 29, Waiver from Tax Commission filed.  
 1932 Feb. 20, Acknowledgment of receipt of \$162.57 from Auditor of State filed.  
 Admr. Doc. "W", page 118.  
 Stark County Probate Court.

No. 24.

John J. Henry, Deceased,  
 to  
 Minnie Schondel, a.k.a.  
 Mena Schandel and  
 Sarah McLinden.

Certificate for transfer of REAL ESTATE  
 Dated Nov. 19, 1937.  
 Rec. for rec. Jan. 6, 1938.  
 Vol. 1176, page 211.

To the Recorder of Stark County, Greeting:

I hereby certify that the records of this Court show that John J. Henry, residing at Canton, Ohio, R. F. D., Plain Township, died testate on March 27, 1929; that his Will was filed in this Court on April 3, 1929, and admitted to probate on April 12, 1929, and recorded in Will Rec. No. 58, page 515 of said County; that on April 18, 1929, A. B. Stuber was appointed by this Court, Executor of his estate; that said estate is being administered under #21548, Doc. "W", page 118 and a memorandum record of said estate can be found in Admr. Doc. No. "W", page 118 of the Records of the Probate Court of Stark County, Ohio.

That said decedent died seized of the following described parcels of real estate in your county: Known as and being a part of the South East quarter of Section #27, Township #11, Range #8, (Plain Township) Stark County, Ohio, beginning at the South West corner of said quarter section; thence North 2½° East 25.45 chains; thence South 87½° East 17.95 chains to a post in creek; thence along said creek South 2½° West 8.30 chains; thence South 26½° East 4.82½ chains; thence South 4½° East 4.50 chains; thence South 8½° West 4.62 chains; thence South 32½° East 2.22 chains to the South line of said section; thence North 87½° West 25.65 chains to the place of beginning, containing 52.55 acres, excepting therefrom as much land as is contained in Oakwood Park Allotment, Plain Township, Stark County, Ohio, as shown on Plat Record 17, page 76 and Oakwood Park No. 2, Plain Township, Stark County, Ohio, as shown on Plat Record 21, page 18, containing in the tract hereby transferred 27.84 acres of land.

That the persons inheriting said real estate, with their age, address, relationship and portion inherited by them, is as follows:

NAME	ADDRESS	RELATIONSHIP
Minnie Schondel, a.k.a. Mena Schandel	North Industry, Ohio	Daughter
Sarah McLinden	Canton, Ohio	Daughter

(over)

*A. M. Frick*  
 A. M. FRICK

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully carried out, it is ordered that such real estate be transferred upon the Tax Duplicate, to the name of the persons above set forth, and that this Certificate be recorded by the Recorder of Stark County, in the Deed Records of said County.

In Witness Whereof, I have hereunto set my hand and the seal of said Court, this 19th day of Nov. A. D. 1937.

J. J. McCall (SEAL)  
Probate Judge.

No. 25.

Sarah McLinden, unmarried,  
Minnie Schondel and  
Valentine K., her husband,  
being all the heirs at law  
of John J. Henry, deceased,

to  
A. B. Stuber

Power of Attorney  
Dated May 21, 1929.  
Rec. for rec. July 16, 1929.  
P. of A. Rec. 1, page 327.

Do make, constitute and appoint A. B. Stuber our true and lawful attorney for us and in our name, place and stead, to bargain and sell by deed of general warranty, any and all real estate of which the said John J. Henry died seized, to complete land contracts, accepting payment by mortgage or otherwise, as in the opinion of our attorney may be best, and to do everything in connection with the settlement of said estate, both in relation to the real and personal property, hereby giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises, as fully, to all intents and purposes as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

No. 26.

REVOCATION OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That whereas in and by our Power of Attorney dated May 21, 1929, and recorded in the office of the Recorder of Stark County, Ohio, in Power of Attorney Book No. 1, page 327 of the records of said County, we, Sarah McLinden, unmarried, Minnie Schondel, a Widow, being all of the heirs at law of John J. Henry, deceased, did make, constitute and appoint A. B. Stuber, our true and lawful attorney for us and in our place and stead, to bargain and sell by deed of general warranty any and all real estate of which the said John J. Henry died seized, to complete land contracts, accepting payment by mortgage or otherwise, as in the opinion of our attorney may be best, and to do everything in connection with the settlement of said estate, both in relation to the

(over)

*A. M. Franklin*  
A. M. Franklin

real and personal property, hereby giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises, as fully, to all intents and purposes, as we might or could do if personally present, as will more fully appear by reference to said Power of Attorney, now therefore, we, the undersigned do hereby revoke, countermand, annul and make void said Power of Attorney above mentioned, and all power and authority thereby given or intended to be given to the said A. B. Stuber.

In Witness Whereof, we have hereunto set our hands this 10th day of May, 1941.

Sarah McLinden

Minnie Schondel

NOTE:- Above instrument properly witnessed and acknowledged.

Rec. for rec. May 20, 1941.  
Rel. Rec. 11, page 450 (Serial No. 450369), Stark  
County Recorder's Office.

No. 27.

On April 2, 1947, Minnie Schondel (widow) and Sarah McLinden (widow) granted unto The East Ohio Gas Company, the Grantee, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line, with drips, valves, and other necessary appurtenances thereto, on, over and through the following described lands, situate in Section 27, Plain Township, Stark County, State of Ohio, and bounded and described as follows:

On the North by lands of R. Shumacher  
On the East by lands of Nimishillen Creek  
On the South by lands of Oakwood Park  
On the West by lands of Wm. Martin Houser  
with ingress and egress to and from the same.  
Vol. 1535, page 459, Stark County Recorder's Office.

*Wm. Franklin*  
W. M. Franklin

Minnie Schondel, also known as Mena Schandel, widow and unmarried, and Sarah McLinden, widow and unmarried, who claim title by or through instrument, recorded in Volume 1176, Page 211, Stark County Recorder's Office, to Norman Gastman.

Warranty Deed \$1.00  
Dated Aug. 16, 1951.  
Rec. for rec. Aug. 18, 1951.  
Vol. 2005, page 461.

Conveys the following described premises situated in Plain Township, Stark County, Ohio:

Tract One: Lots #81 through #92 in the Oakwood Park Addition #2 as recorded in Plat Record Book 21, page 18, Stark County, Ohio, Plat Records.

Tract Two: Part of the Southeast Quarter of Section #27, Township #11 and Range #8; Beginning at the southwest corner of said quarter section; thence north  $2\frac{1}{2}^{\circ}$  east 25.45 chains; thence south  $87\frac{1}{2}^{\circ}$  east 17.95 chains to a post in creek; thence along said creek south  $2\frac{1}{2}^{\circ}$  west 8.30 chains; thence south  $26\frac{1}{2}^{\circ}$  east  $4.82\frac{1}{2}$  chains; thence south  $4\frac{1}{2}^{\circ}$  east 4.50 chains; thence south  $61\frac{1}{2}^{\circ}$  east 4.50 chains; thence south  $8\frac{1}{2}^{\circ}$  west 4.62 chains; thence south  $32\frac{1}{2}^{\circ}$  east 2.22 chains to the south line of said section; thence north  $87\frac{1}{2}^{\circ}$  west 25.65 chains to the place of beginning, containing 52.55 acres, excepting therefrom as much land as is contained in Oakwood Park Allotment, Plain Township, Stark County, Ohio, as shown on Plat Record 17, page 76, and Oakwood Park No. 2, Plain Township, Stark County, Ohio, as shown on Plat Record 21, page 18, containing in the tract hereby transferred 27.84 acres of land.

And subject to an easement granted to the East Ohio Gas Company, its successors or assigns, as set forth in instrument dated April 2, 1947, recorded in Volume 1535, page 459, Stark County records.

Grantors do hereby convey any and all interest and right which they may have in Oil and Gas Lease dated Nov. 14, 1940, from Minnie Schondel (widow and unmarried) and Sarah McLinden (widow and unmarried) to the East Ohio Gas Company, recorded in Lease Record 69, page 289, Stark County Lease records, which lease was modified on June 17, 1947, said modification being recorded in Volume 1668, page 86.

*Wm. J. Frutkin*



Bessie Pearl Gastman,  
to  
Norman Gastman, my husband.

POWER OF ATTORNEY  
Dated Feb. 8, 1951.  
Rec. for rec. Feb. 8, 1951.  
P. of Atty. Rec. 6, page 145.

Know All Men by these Presents: That I, Bessie Pearl Gastman, have made, constituted and appointed, and by these presents do make, constitute and appoint Norman Gastman, my husband, my true and lawful attorney for me and in my name, place and stead to bargain, sell and convey any and all real estate wherever situated, now owned or hereafter acquired, and whether belonging to me individually, or in common with others, or any and all interest, estate or expectancy of dower, or otherwise, in real property now owned, or hereafter acquired by either my husband or myself, for such prices, upon such terms and to such person or persons, as my said attorney may deem proper, and for such purposes to make, enter into, sign, execute, acknowledge and deliver all necessary or proper contracts, deeds, conveyances and releases of dower, and to insert therein such covenants, provisions and conditions as my said attorney may deem proper;

To borrow from time to time such sums of money, for such period or periods, at such rate or rates of interest, and upon such other terms and conditions, and upon the security of such parts of, or all, of his or my property, real or personal, now owned or hereafter acquired by either of us, as my said attorney, in his discretion, may deem best, and to execute, acknowledge and deliver all necessary promissory notes, mortgages and/or other instruments of conveyance and incumbrance, containing such provisions, clauses, covenants, agreements, warranties, terms and conditions as my said attorney may deem best to evidence the loans so procured and to secure the same; and to indorse, collect and receive payment of any and all checks, drafts, and other media representing the proceeds of any and all loans herein and hereby authorized; giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises; as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

No. 30.

Oakwood Park No. 5  
a Pt. of the S. E. Qr.  
of Sec. 27, Plain Twp.

Plat  
Not dated.  
Ack'd. Sept. 4, 1954.  
Rec. for rec. Sept. 23, 1954.  
Plat Rec. 31, page 22.

Plat laid out on a part of the premises described in Sec. No. 28 and contains lots numbered 149 to 178, both inclusive.

Said plat is signed by Norman Gastman and Bessie Pearl Gastman, and they are acknowledged.

Plat approved by the Planning Commission of the City of Canton, Ohio.

Plat approved and recommended for acceptance by P. L. Harris, M. D., Stark County Health Director.

Plat approved and accepted by the Board of Stark County Commissioners.

*W/2  
S/2  
G. G. G. G.*

*A. M. Frutkin*

A. M. Frutkin  
Attorney at Law

No. 31.

On January 19, 1955, Norman Gastman and Bessie Gastman (His Wife) granted unto The Ohio Power Company, its successors and assigns, the right and easement to construct, operate, and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Plain, County of Stark, and State of Ohio, and being a part of Section No. 27, Township No. 11 N, Range No. 8 W and being those easements as delineated in the recorded Plat of Oakwood Park Allot. No. 5. Also those dedicated streets in Oakwood Park Allot. No. 5 with the right of ingress and egress to and from and over said premises.

Vol. 2299, Page 264, Stark County Recorder's Office.

Plain Township Historical Society



*A. M. Frutkin*

A. M. Frutkin  
Attorney at Law  
Citizens Building

L I E N S  
No. 32.

Jacob F. Barnett,  
to  
Louis Schaefer.

Mortgage \$2400.00.  
Dated June 8, 1866.  
Vol. 91, page 497.

Canceled on the record July 10, 1868, signed, "L. Schaefer, Executor of C. Grabast."

No. 33.

John W. Sissle and wife,  
to  
Jacob F. Barnett.

Mortgage \$1200.00.  
Dated Mar. 30, 1867.  
Vol. 94, page 450.

Canceled on the record March 29, 1883, signed "Jacob F. Barnett."

No. 34.

John J. Henry,  
to  
John W. Sissle.

Mortgage \$1962.00.  
Dated Mar. 27, 1883.  
Vol. 192, page 433.

Canceled on the record April 1, 1884, signed "John W. Sissle."

No. 35.

Sarah McLinden, widow,  
Minnie Schondel, widow,  
to  
The East Ohio Gas Company

Lease \$21.00.  
Dated Oct. 1, 1935.  
Lease Rec. 61, page 125.

Canceled on record December 28, 1937, signed, "W. G. Hagan, Asst. General Manager The East Ohio Gas Company."

No. 36.

Minnie Schondel, widow,  
Sarah McLinden, widow,  
to  
The East Ohio Gas Company.

Lease \$7.00.  
Dated Nov. 14, 1940.  
Rec. for rec. Dec. 24, 1940.  
Lease Rec. 69, page 289.  
NOT CANCELLED.

Leases for the sole and only purpose of drilling and operating for oil and gas and all of the constituents thereof, all that certain tract of land, situated in Plain Township, Section #27 in Stark County, Ohio, bounded substantially as follows:

North by lands of R. Schumacher  
East by lands of creek  
South by lands of Oakwood Park Allotment  
West by lands of M. Master

(over)

*A. M. Frutkin*

A. M. Frutkin  
Attorney at Law  
Citizens Building

being all the property owned by Lessor in Section 27, of Plain Township, containing 28 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.

(a) Carlo Lombardi and Agreement and Modification  
Nancy, wife, of Leases  
Minnie Schondel, widow, Dated June 17, 1947.  
Sarah McLinden, widow, Rec. for rec. July 10, 1947.  
to Vol. 1668, page 86.  
Wm. Paul Hambleton.

Whereas, the Lessee is the owner and holder of the following described leases for oil and gas purposes covering lands owned by the Lessors situated in Plain Township, Stark County, Ohio:

Minnie Schondel and Sarah McLinden to The East Ohio Gas Company dated November 14, 1940, and recorded in Lease Rec. Vol. 69, page 289, of the Stark County, Ohio Lease Records, reference to which is hereby made as though herein fully written and being that portion of the premises described in the above lease constituting the North one-half thereof containing 14 acres more or less.

Carlo Lombardi and Nancy Lombardi to Wm. Paul Hambleton dated April 28, 1947, and recorded in Lease Record Volume 87, page 473 of the Stark County, Ohio, Lease Records, reference to which is hereby made as though herein fully written and covering six acres more or less, and,

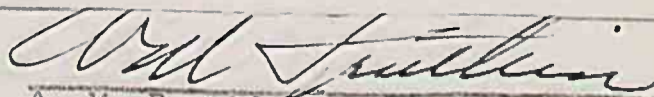
Whereas, the Lessors desire to consolidate the lands hereinabove described and subject to said leases into a single tract of land for the purpose of drilling thereon for oil or gas, and,

Whereas, for the purposes of such consolidation and participation the parties desire to modify and supplement the terms and conditions of the aforesaid leases:

Now, Therefore, in consideration of the mutual promises and obligations of the parties, it is agreed as follows:

1. Not later than August 1, 1947, Lessee may, at his option, commence the drilling of a well for oil or gas on the Consolidated Lands, and if he shall elect to commence such well within said time, he shall prosecute the drilling thereof with due diligence down to and through the Clinton Sand unless oil or gas shall be found in paying quantities in his judgment at a lesser depth. The location of said well on the Consolidated Lands shall be determined by Lessee, provided that it shall not be located closer to the building designated in the lease covering the lands on which it is to be drilled than the distance from said buildings specified in said lease unless Lessee and the owners of said lands consent to a lesser distance. If oil or gas shall not be found in said Clinton Sand in paying quantities in its judgment lessee may drill said well to any depth it desires below said sand. If Lessee shall not elect to commence said well within the time aforesaid, this agreement and all the rights and obligations of the parties hereunder shall be null and void and of no further effect from and after the expiration of said time and thereafter shall not be deemed or construed to alter or modify the aforescribed leases, but each of said leases shall continue valid and subsisting as to all its terms and provisions.

(over)



A. M. Frutkin  
Attorney at Law

Citizens Building

2. The commencement and completion of said well by Lessee as aforesaid shall be full development of all the Consolidated Lands for oil and gas and shall release Lessee from any and all obligations, express or implied, in law or by contract, to drill any other wells upon the Consolidated Lands or to further develop the same for oil or gas, including any and all obligations to drill offset wells thereon or to compensate Lessors in lieu of drilling offset wells thereon. Said well herein provided to be drilled shall be deemed to be and shall have the effect of a well drilled on the lands covered by each of the aforesaid leases for all the purposes and intentions of each such lease, except to the extent such purposes and intentions are herein modified or annulled, but including the privilege of using gas in one dwelling house on the lands covered by each such lease in accordance with and subject to the terms and conditions thereof pertaining to and governing such use and privilege.

- (b) The East Ohio Gas Company, Assignment  
an Ohio Corporation, Dated July 28, 1947.  
By W. G. Hagan, Vice Pres., Rec. for rec. July 31, 1947.  
By Wm. R. Pringle, Secy., Assign. Rec. 7, page 75.  
to  
M. B. Belden and  
Wm. P. Hambleton.

Assigns all right, title and interest in and to the oil and gas rights granted by that certain lease from Minnie Schondel and Sarah McLinden on November 14, 1940, recorded in Volume 69, page 289 of the Stark County, Ohio, Records of Leases in the North half of the land described in and covered by said lease comprising approximately 14 acres.

Recites that said officers were duly authorized to make said assignment.

- (c) The East Ohio Gas Company, Assignment  
an Ohio Corporation, by Dated July 28, 1947.  
W. G. Hagan, Vice President, Rec. for rec. Aug. 7, 1947.  
Wm. R. Pringle, Secretary, Assign. Rec. 7, page 79.  
to  
H. A. Dempsey of  
Cleveland, Ohio.

Assigns all right, title and interest in and to the oil and gas rights granted by that certain lease from Minnie Schondel and Sarah McLinden on November 14, 1940, recorded in Vol. 69, page 289 of the Stark County, Ohio, Records of Leases in the South half of the lands described and covered by said Lease comprising approximately 14 acres.

Recites that said officers were duly authorized to make said assignment.

(over)

*A. M. Frutkin*  
A. M. Frutkin  
Attorney at Law  
Citizens Building

(d) Wm. Paul Hambleton,  
to  
M. B. Belden.

Assignment of Lease \$1.00.  
Dated Aug. 30, 1947.  
Rec. for rec. Sept. 8, 1947.  
Assign. Rec. 7, page 142.

Assigns an undivided 1/2 interest in and to the North half of premises covered by and under the terms of that certain oil and gas lease from Minnie Schondel and Sarah McLinden to The East Ohio Gas Company dated November 4, 1940, and recorded in Vol. 69, page 289 of the Stark County, Ohio, Lease Records, and as said lease was assigned by The East Ohio Gas Company to Wm. Paul Hambleton and M. B. Belden.

It being the intention to assign all my right, title and interest in and to the above mentioned lease.

And as a part of the consideration hereof, I do hereby assign, set over and transfer unto the said M. B. Belden, all my right, title and interest in and to that certain agreement and modification of the aforesaid leases, dated June 17, 1947, and recorded in Vol. 1668, page 86 of the Stark County, Ohio, Deed Records, reference is hereby made as though herein fully written together with all rights which I have or may have under the aforesaid agreement and modification of leases, subject however to all the terms and conditions therein set forth.

(e) Norman Gastman, Lessor,  
and  
M. B. Belden, Lessee.

Non-Operating Agreement  
Dated June 8, 1955.  
Ack'd. June 9, 1955.  
Rec. for rec. June 13, 1955.  
Lease Rec. 106, page 675.

Witnesseth:

Whereas, Lessee is the owner and holder of the following Oil and Gas Lease: from Minnie Schondel and Sarah McLinden to The East Ohio Gas Company, dated November 14, 1940 and recorded in Vol. 69, Page 289 of the Stark County Lease Records, and

Whereas, Lessor desires a partial release from the terms and conditions of the aforesaid Oil and Gas Lease, and

Whereas, the Lessee is willing to grant the same subject to the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, it is agreed between the parties as follows, to-wit:

(1) That from the date hereof no operations under the aforesaid Oil and Gas Lease such as drilling, the building of structures or the laying of lines for the transportation of oil and/or gas or their constituents will be commenced, conducted or carried on, without the consent of the Lessor, over or upon the following described premises, within the boundaries of said lease, covered thereby and described as follows: All lots in Oakwood Park No. 5, Plain Township, Stark County, Ohio, as recorded in Plat Book 31, page 22 of the Stark County Plat Records, Excepting therefrom Lots Nos. 149, 150, 151 and 152 in said Allotment.

Said Lessor further agrees that no buildings will be erected on Lots Nos. 149, 150, 151 and 152 in said Allotment until such time as the well and all equipment is completely removed.

(over)

*A. M. Frueh*  
A. M. FRUEH

(2) Nothing herein contained shall be construed to affect any well or wells, buildings, structures, lines, tanks or equipment located upon the aforesaid Lease nor obligate the Lessee or any person or corporation holding through or under him to relocate or remove any well, buildings, structures, lines or tanks as now located upon the aforesaid Lease nor limit or restrict, any operations necessary for the proper care and maintenance thereof, or operations necessary in the plugging of said well or wells.

(3) This Agreement contains all the agreements between the parties and shall be binding upon them, their heirs, personal and legal representatives, successors and assigns, and no implied covenants or agreements shall be imposed upon them or either of them by law or otherwise, and is an agreement running with the land.

No. 37.

NO MECHANIC'S LIENS

No. 38.

Taxes due JUNE, 1955, instalment, Sec. 27 SW PSE 17.01 Acres, \$16.58, paid.

ASSESSMENT: Plain Twp. W. E. Sewer Dist No. 10, Proj No. 252, Water Line, Plain Twp. Acreage-instalment 1-2, payment due June, 1955, \$12.79, paid.

Plain Twp. Sewer Assessment Book, Page 36.

No. 39.

NO OLD AGE PENSION LIENS.

No. 40.

No recognizance liens, federal tax liens, unemployment compensation tax liens or delinquent personal tax liens.

No. 41.

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

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We hereby certify that the foregoing ABSTRACT OF TITLE consisting of forty-one sections was collated by us from the official records of Stark County, Ohio, and that we believe the same is correct and shows every instrument of record affecting the title to premises described in caption hereof, as shown by the general indexes in the several County offices in and for Stark County, Ohio.

Canton, Ohio,  
September 14, 1955,  
7:30 o'clock A. M. (E.S.T.).

THE SMITH-TRUMP ABSTRACT COMPANY

BY Thomas H. Metzger,  
Manager

Wm. Frutkin  
A. M. Frutkin

STATE OF OHIO }  
                  } SS:  
STARK COUNTY }

Niles A. Sponseller being first duly sworn according to law says that he is personally acquainted with John J. Henry who owned about 52 acres of land situated in Stark County, Ohio, and that he has personal knowledge of the fact, that said John J. Henry has been a widower for more than three years prior to the date of this Affidavit.

In Witness Whereof the said Niles A. Sponseller has hereunto set his hand this 17th day of August, 1926.

Niles A. Sponseller

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

H. Clifton Graybill (SEAL)  
Notary Public.

Rec. for rec. Aug. 17, 1926.  
Miscellaneous Rec. 834, page 541, Stark County  
Recorder's Office.

Plain Township Historical Society

*A. M. Frutkin*

A. M. Frutkin  
Attorney at Law  
Citizens Building



50,274

SHORT FORM CONTINUATION  
No. 42.

Norman Gastman  
and Bessie Pearl, wife,  
by Norman Gastman,  
her Attorney-in-fact,  
to  
The Citizens Savings  
& Loan Company,  
Canton, Ohio.

Mortgage \$8000.00.  
Dated Sept. 20, 1955.  
Rec. for rec. Sept. 20, 1955,  
2:39 P.M. (E.S.T.).  
Vol. 2374, page 103.  
Not canceled.

*Cancelled out  
the Record  
a-20-56  
William G. Allen  
att'y  
a-20-56*

THE  
SMITH  
TRUMP  
ABSTRACT  
COMPANY  
CANTON  
OHIO

Covers Lot No. 172 in Oakwood Park No. 5, Plain  
Township, Stark County, Ohio, as designated upon the plat of said  
allotment recorded in Plat Record 31, page 22, Stark County, Ohio,  
Recorder's Office.

Subject to an easement to the East Ohio Gas Company  
and an oil and gas lease as noted in deed from Minnie Schondel and  
Sarah McLinden to Norman Gastman, recorded in Vol. 2005, page 461  
of the Stark County Deed Records.

Secures a loan of \$8000.00, payable \$50.64 per month,  
with interest thereon at 4 1/2%.

-----  
We hereby certify that the foregoing MORTGAGE is the  
only instrument that has been filed for record affecting the title  
to the premises described in section No. 42 hereof, since and  
including September 14, 1955, 7:30 A. M. (E.S.T.), as shown by the  
general indexes in the several County Offices in and for Stark  
County, Ohio.

Canton, Ohio,  
September 20, 1955,  
2:40 o'clock P.M.  
(E.S.T.).

THE SMITH-TRUMP ABSTRACT COMPANY  
BY Thomas H. Metzger  
manager

*Wm. Franklin*  
A. M. Franklin

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

No. 43

There are no deeds or other conveyances by Norman Gastman for Lot No. 172 in Oakwood Park No. 5, Plain Township, Stark County, Ohio.

L I E N S

No. 44

No mortgages.

No. 45

No leases or mechanic's liens.

No. 46

There are no federal tax liens, personal tax liens, recognition bond liens, unemployment compensation liens, Division of Aid for the Aged liens, or Workmen's Compensation liens.

No. 47

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

No. 48

There are no matters in the Probate Court which in any manner affect the title to the premises herein abstracted.

No. 49

TAXES: June 1956, Paid.

No. 50

ASSESSMENTS: None shown on the 1955 tax duplicate.

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We hereby certify that the foregoing CONTINUATION was collated by us from the Official Records of Stark County, and that we believe the same is correct and shows every instrument of record affecting the title to said premises as shown by the General Indexes in the several County Offices in and for Stark County, Ohio, since and including September 20, 1955.

AW OFFICES  
EL & SHIFMAN  
ANTON, OHIO

CANTON, OHIO

September 14, 1956.

STARK COUNTY ABSTRACT COMPANY

BY Charles Shifman  
Attorney and Abstractor.

A. M. Frutkin  
Attorney at Law

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

CONTINUATION to the foregoing Abstract of Title since and including September 14, 1956.

No. 51

Norman Gastman  
and Bessie Pearl, wife,  
by Norman Gastman,  
her Attorney-in-fact,  
to  
Jesse R. Smetts and  
Mary F. Smetts

Warranty Deed - \$1.00  
S. & A. September 14, 1956  
R. for R. September 18, 1956  
Vol. 2463, page 572

Conveys the premises described at Section #42 above.

Subject to the building lines and easements for public utilities as indicated on the plat for said Allotment.

Subject to the restriction that said premises shall be used for residence purposes only, and that no business of any kind shall be operated or conducted at any time on said premises.

Subject to an easement to the East Ohio Gas Company as recorded in Volume 1535, Page 459 of the Stark County Records.

Subject also to an easement to the Ohio Power Company as recorded in Volume 2299, Page 264 of the Stark County Records.

No. 52

Jesse R. Smetts  
and  
Mary F. Smetts  
Husband and Wife  
to  
The Citizens Savings  
and Loan Company

Mortgage \$9,100.00  
S. & A. September 17, 1956  
R. for R. September 18, 1956  
Volume 2440, Page 703  
NOT CANCELED.

Mortgages the premises described at the Section Above for \$9,100.00 with interest at the rate of  $4\frac{1}{2}\%$  per annum and monthly payments of \$50.60.

No. 53

No further Deeds or Mortgages, no Leases.

No. 54

No Mechanic's Liens, Personal Property Tax liens, Federal Tax Liens, Unemployment Compensation Liens, Recognizance Bond Liens.

No. 55

No Foreign Executions, Living Judgments, Pending Suits.

No. 56

Taxes and assessments as shown at Sections 49 and 50 above.

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*W. M. Frutkin*  
A. M. FRUTKIN

I HEREBY CERTIFY that I have collated the foregoing Continuation from the Official Records of Stark County, Ohio and I believe the same to be correct and to show every instrument of record affecting the title to said premises as shown by the General Indexes in the several offices in and for said County since and including September 14, 1956 to the date hereof.

Canton, Ohio  
September 19, 1956  
8:00 o'clock A. M. (E. D. T.)

William T. Allen  
Attorney At Law

Plain Township Historical Society

A. M. Frutkin  
A. M. Frutkin

CONTINUATION to the foregoing Abstract of Title,  
since and including September 19, 1956.

No. 57

No deeds, no leases, no mortgages.

No. 58

No mechanic liens, no personal tax liens, no Federal  
tax liens, no unemployment compensation liens, no recognizance bond  
liens.

No. 59

No pending suits, no living judgments, no foreign  
executions.

No. 60

TAXES: June 1958 tax payment made in the amount of \$62.00  
ASSESSMENTS: Northeast Sewer District #10, Project #282  
Water Distribution Lines, fourth of 20 semi-annual payments made  
in the amount of \$12.15. Northeast Sewer District #10, Project  
#283, Sanitary Sewer, fourth of 20 semi-annual payments made in  
the amount of \$11.39. Annual Sewer Maintenance payment made in  
the amount of \$3.00.

\*\*\*\*\*

I hereby certify that I have collated the foregoing Con-  
tinuation from the Official Records of Stark County, Ohio, and I  
believe the same to be correct and to show every instrument of  
record affecting the title to said premises as shown by the  
General Indexes in the several offices in and for said County  
since and including September 19, 1956, to the date hereof.

William H. Allen  
Attorney at Law

Canton, Ohio  
November 19th, 1958  
9:00 a.m.

A. M. Frutkin  
A. M. Frutkin  
Attorney at Law

CONTINUATION

Continuation to the foregoing Abstract of Title since and including November 19th, 1958.

No. 61

No deeds, no leases, no mortgages.

No. 62

No mechanics liens, no personal tax liens, no Federal tax liens, no unemployment compensation liens, no recognizance bond liens.

No. 63

No pending suits, no living judgments, no foreign executions.

No. 64

TAXES: December 1958 tax payment made in the amount of \$78.34

ASSESSMENTS: Northeast Sewer District #10, Project #282 Water Distribution Lines, fifth of 20 semi-annual payments made in the amount of \$12.15. Northeast Sewer District #10, Project #283, Sanitary Sewer, fifth of 20 semi-annual payments made in the amount of \$11.39. Annual Sewer Maintenance payment made in the amount of \$3.00.

\*\*\*\*\*

I hereby certify that I have collated the foregoing Continuation consisting of Sections 61 through 64 from the Official Records of Stark County, Ohio, and I believe the same to be correct and to show every instrument of record affecting the title to said premises as shown by the General Indexes in the several offices in and for said County.

William H. Allen

Attorney at Law

Canton, Ohio  
April 28th, 1959  
8:00 A.M. EDT

A. M. Frutkin  
A. M. FRUTKIN

SHORT FORM CONTINUATION

Jesse R. Smetts and  
Mary F. Smetts  
husband and wife,

Warranty Deed  
Consideration \$1.00  
Dated May 4, 1959  
Filed May 15, 1959  
At 10:14 A.M.  
Volume 2624 page 28

to

Harvey M. Olin and  
Esther M. Olin

Conveys captioned premises subject to restrictions recited  
in the deed recorded in Volume 2463 page 572

Harvey M. Olin and  
Esther M. Olin  
husband and wife,

Mortgage Deed  
Consideration \$12,500.00  
Dated May 15, 1959  
Filed May 15, 1959  
At 10:15 A.M.  
Volume 2646 page 281  
NOT CANCELLED ON RECORD

*Cancelled on record*

*7/14/71*

*J. V. Amogida mls.*

to

The Leonard Agency Company

Conveys captioned premises.

Payable in minimum monthly installments of \$69.13  
beginning July 1, 1959 and ending June 1, 1989  
at  $5\frac{1}{4}$  % interest per annum.  
Assigned to Metropolitan/Insurance Company.  
Life

I hereby certify that the foregoing Deed and Mortgage are the  
only instruments which have been filed for record from  
April 28, 1959 to April 15, 1959 at 10:15 A.M.  
affecting the title to the above described premises.

*A. M. Frutkin*  
A. M. Frutkin  
Attorney at Law

CONTINUATION

of the foregoing Abstract of Title.

ITEM 1.

There are no deeds.

ITEM 2.

There are no mortgages.

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 pending suits, living judgments or foreign executions which are living liens against the premises.

ITEM 7.

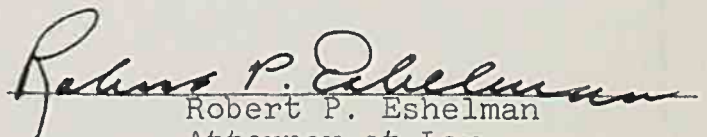
TAXES: June 1961, payment - \$90.14 paid.  
ASSESSMENTS: Sewer maintenance - \$3.00 paid.

ITEM 8.

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

\* \* \*

I hereby certify that the foregoing Continuation of Abstract of Title consisting of 8 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 May 15, 1959, to the date hereof.

  
Robert P. Eshelman  
Attorney at Law

Canton, Ohio  
July 19, 1961  
9:58 A.M.



Addenda to the foregoing Abstract of Title to Lot No. 172 in Oakwood Park No. 5, Plain Township, Stark County, Ohio, showing all changes affecting the title to said premises, since and including, July 19, 1961.

No. 1

Harvey M. Olin and  
Esther M. Olin,  
husband and wife

Warranty Deed  
Dated: July 21, 1961  
Rec: July 25, 1961  
Vol. 2797. Page 11

to

Melvin E. Robinson and  
Gladys Robinson

Conveys premises Situated in the Township of Plain, County of Stark and State of Ohio: Known as and being Lot No. One Hundred Seventy-two (#172) in Oakwood Park No. 5, Plain Township, Stark County, Ohio, as designated upon the Plat of said allotment recorded in Plat Record 31, Page 22, Stark County, Ohio, Recorder's Office.

Subject to the building lines and easements for public utilities as indicated on the plat for said allotment.

Subject to the restriction that said premises shall be used for residence purposes only, and that no business of any kind shall be operated or conducted at any time on said premises.

Subject to an easement to the East Ohio Gas Company as recorded in Vol. 1535, Page 459 of the Stark County Records.

Subject also to an easement to the Ohio Power Company as recorded in Volume 2299, Page 264 of the Stark County Records.

Subject to a certain mortgage to the Leonard Agency Company, now assigned to Metropolitan Life Insurance Company, dated May 15, 1959, recorded in Volume 2646, Page 281, Mortgage Records, Stark County, Ohio, upon which there is now a principal balance of \$12,163.50 all of which the grantees hereby assume and agree to pay.

No. 2

Gladys Robinson's Estate

In The Probate Court  
Adm. Doc. 63, Page 549  
#70409

1963 March 29, Application for letters and declination filed.  
" " 29, Melvin E. Robinson, Admr.  
" " 29, Bond of \$4000.00 with Universal Insurance Company  
as surety filed and approved.  
" " 29, Letters issued.  
" " 30, Inventory, appraisement and waivers filed.  
" May 1, Hearing set for May 20, 1963 at 10:00 a.m. and notice  
by publication ordered.  
" " 20, Hearing had, Inventory and appraisement approved and  
confirmed.  
" April 26, Proof of publication filed.  
" June 14, Application for Certificate of Transfer of realty filed.  
" " 14, Hearing had, realty ordered transferred.  
" " 14, Certificate issued.  
" " 28, Affidavit on final settlement filed.  
" July 26, Hearing set for August 26, 1963 at 10:00 a.m. and notice  
by publication ordered.  
" August 26, Hearing had, affidavit approved.  
Costs Paid  
1963 June 28, Petition to determine Inh. Tax filed.  
" " 29, Hearing had. Estate found not subject to tax.

No. 3

Application for Letters of Administration recites that Gladys Robinson, died intestate on November 3, 1962, leaving Melvin E. Robinson her widower and the following named persons, her next of kin to-wit:

<u>Name</u>	<u>Address</u>	<u>Age</u>	<u>Kinship</u>
Wanda Claudine Rey	4852 Cypress St. LaMesa, Calif.	A	daughter
William Dennis Ryan	3714 Wildwood, San Diego, Calif.	A	son
Phyllis Ryan Himes	324 Viking St, North Canton, Ohio	A	daughter

No. 4

Gladys Robinson,  
deceased

to

Melvin E. Robinson,  
Wanda Claudine Rey,  
William Dennis Ryan,  
Phyllis Ryan Himes

Certificate of Transfer  
of Real Estate

Dated: June 14, 1963

Rec: June 14, 1963

Vol. 2943, Page 284

Conveys an undivided one-half interest in the premises described in Section 1 of this addenda. Said premises passes as follows:

<u>Name</u>	<u>Address</u>	<u>Kinship</u>	<u>Interest Passing</u>
Melvin E. Robinson	Canton, Ohio	widower	1/3
Wanda Claudine Rey	La Mesa, California	daughter	2/9
William Dennis Ryan	San Diego, California	son	2/9
Phyllis Ryan Himes	North Canton, Ohio	daughter	2/9

No. 5

Wanda Claudine Rey and  
Joseph Rey, wife and husband;  
William Dennis Ryan and  
Kay Ryan, husband and wife,  
Phyllis Ryan Himes and  
Theodore Himes,  
wife and husband

to

Melvin E. Robinson

Quit Claim Deed

Dated:

Rec: June 25, 1963

Vol. 2944, Page 265

Quit claims all right, title and interest in the premises described in Section 1 of this addenda.

NOTE: Grantors, William Dennis Ryan and Kay Ryan, signed William D. Ryan and Katharine F. Ryan.

No. 6

Melvin E. Robinson's Estate

In The Probate Court  
Adm. Dec. 65, Page 276  
#12264

1964 Feb. 26, Application for letters filed.  
" " 26, Harvey J. Mayers, Admr.  
" " 26, Bond of \$20,000.00 with Trinity Universal Insurance Co.  
as surety, filed and approved.  
" " 26, Letters issued.  
" Mar. 20, Proof of publication filed.  
" Oct. 30, Inventory, appraisement and waivers filed.  
" Nov. 10, Hearing had. Inventory and appraisement approved and  
confirmed.  
" Dec. 7, Application for Certificate of Transfer of realty filed.  
" " 7, Hearing had, realty ordered transferred.  
" " 7, Certificate issued.  
" Dec. 4, Petition for distribution of assets in kind filed.  
" " 4, Hearing had, distribution ordered.  
" " 7, Additional bond of \$10,000.00 with Trinity Universal Ins.  
Co. as surety filed and approved.  
" " 9, First and final account filed.  
1965 Dec. 16, Hearing set for Jan. 17, 1966 at 10:00 a.m. and notice  
by publication ordered.  
" " 17, Hearing had, account approved.

Costs Paid

No. 7

Application for Letters of Administration recites that Melvin  
E. Robinson, died on the 24th day of February, 1964, leaving no widow, and  
the following named persons his next of kin to-wit:

<u>Name</u>	<u>Address</u>	<u>Age</u>	<u>Kinship</u>
Melvin R. Robinson	Weston, Michigan	A	son
Glenn L. Robinson	Garmont Park, Coldwater, Michigan	A	son
Donald E. Robinson	227 W. 2nd St. Monroe, Michigan	A	son
Albert R. Robinson	6299 Eastlawn Ave. Clarkston, Michigan	A	son

No. 8

Melvin E. Robinson,  
deceased

Certificate of Transfer  
of Real Estate

Dated: Dec. 7, 1964

Rec: Dec. 8, 1964

Vol. 3045, Page 627

to

Melvin R. Robinson,  
Glenn L. Robinson,  
Donald E. Robinson,  
Albert R. Robinson

Convey premises described in Section 1 of this addenda. Said premises passes as follows:

<u>Name</u>	<u>Address</u>	<u>Kinship</u>	<u>Interest Passing</u>
Melvin R. Robinson	Weston, Michigan	son	1/4
Glenn L. Robinson	Garmont Park, Coldwater, Michigan	son	1/4
Donald E. Robinson	227 W. 2nd St. Monroe, Michigan	son	1/4
Albert R. Robinson	6299 Eastlawn Ave. Clarkston, Michigan	son	1/4

No. 9

Melvin R. Robinson and  
Irene M. Robinson, his wife;  
Glenn L. Robinson and  
E. Margaret Robinson, his wife;  
Donald E. Robinson and  
Margot B. Robinson, his wife;  
Albert R. Robinson and  
Thea Robinson, his wife

Quit Claim Deed

Dated: March 8, 1965

Rec: March 23, 1965

Vol. 3071, Page 141

to

John A. Hendricks and  
Vada E. Hendricks

Quit claims all right, title and interest in the premises described in Section 1 of this addenda.

As further consideration herein, the grantees hereby assume and agree to pay the balance due and owing on a certain mortgage and note given by Harvey Olin and Esther M. Olin to The Leonard Agency Co. Said mortgage was recorded May 18, 1959, in Vol. 2646, Page 281, Stark County Recorder's Office, Stark County, Ohio. \$11,339.64 is the approximate amount presently due and owing.

No. 10

No mortgages, security interests or financing statements have been filed for record.

No. 11

No leases or mechanic's liens.

No. 12

No personal property tax liens, federal tax liens, recognizance bond liens or unemployment compensation liens.

No. 13

No judgments, pending suits or foreign execution which are living liens on said premises herein Abstracted.

No. 14

Taxes due December, 1965 in the sum of \$ 95<sup>14</sup> *are paid*

Assessments: I have made no search for special assessments.

I hereby certify that the foregoing addenda, consisting of 14 sections, was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises as shown by the General Indexes in the Several County Offices in and for Stark County, Ohio, since and including, July 19, 1961.

Canton, Ohio  
April 26, 1966  
8:30 a. m.

*William E. Weisend*  
WILLIAM E. WEISEND  
ATTORNEY AND ABTRACTOR

CONTINUATION

of the foregoing Abstract of Title with respect to Lot No. 172 in Oakwood Park No. 5, Plain Township, Stark County, Ohio, since and including April 26, 1966.

ITEM 1.

John A. Hendricks and  
Vada E. Hendricks,  
husband and wife,

Warranty Deed - \$1.00  
Dated - April 23, 1966  
Rec. for Rec. - April 27, 1966  
Volume 6150, Page 610

to

Richard E. Lamborn and  
Catherine R. Lamborn

Conveys premises abstracted subject to mortgage shown in Volume 2646, Page 281, Mortgage Records, Stark County, Ohio.

ITEM 2.

There are no mortgages.

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, feeblemindedness, or epilepsy.

ITEM 8.

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

ITEM 9.

TAXES: Parcel No. 52-06410  
December, 1970, payment - \$100.34 - PAID.

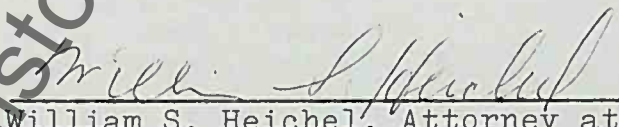
ITEM 10.

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

\* \* \*

I hereby certify that the foregoing Continuation of Abstract of Title consisting of 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 April 26, 1966, to the date hereof.

Canton, Ohio  
May 3, 1971  
2:00 P. M.

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

Plain Township Historical Society



SHORT FORM CONTINUATION

Short Form Continuation to the foregoing Abstract of Title showing all changes of record affecting the title to the premises abstracted since and including May 3, 1971

No. 11

Richard E. Lamborn and  
Catherine R. Lamborn  
husband and wife,

Warranty Deed \$1.00 and ovc  
S & A May 11, 1971  
R for R May 12, 1971  
Vol. 3518 page 405  
Stark County Deed Records

to

Richard F. Steele and  
Kathryn Y. Steele

Conveys abstracted premises.

Richard F. Steele and  
Kathryn Y. Steele  
husband and wife

Mortgage Deed \$17,000.00  
S & A May 11, 1971  
R for R May 12, 1971 at 2:05 PM  
Vol. 3531 page 340  
Stark County Mortgage Records

to

Canton Home Loan Corp.

Mortgage covers abstracted premises to secure payment of a promissory note of even date herewith said principal and interest payable at the rate set forth therein with the entire balance maturing and being due and payable on the first day of May, 2001.

\* \* \*

I hereby certify that the foregoing Short Form Continuation was collated by me from the official records of Stark County, Ohio and that I believe the same is correct and shows every instrument of record affecting the title to the premises abstracted as shown by the General Indexes in the several county offices.

Canton, Ohio  
May 12, 1971 at 2:05 PM

*James V. [Signature]*  
Attorney at Law

*Plain Township Historical Society*  
*Transferred 6-9-71*  
*To cancelled deed for*  
*Cancelled on the*  
*Record 3-7-77*  
*3-7-77*  
*unofficially*  
*officially*  
*of mortgage party*

Continuation to the foregoing Abstract of Title, showing changes of record affecting the title to the premises abstracted since and including May 12, 1971 at 2:05 p.m.

No. 13

Richard F. Steele and  
Kathryn Y. Steele, Husband and Wife

Warranty Deed  
S. and A. - December 7, 1972  
R. for R. - December 11, 1972 at 11:53 a.m.  
Recorded - December 12, 1972  
Volume 3662, page 661

to

John R. Beisel and  
Stephanie Beisel

Conveys: Lot No. 172 in Oarkwood Park No. 5, Plain Township, Stark County, Ohio subject to conditions, restrictions, easements and reservations set forth in the deed recorded in Volume 2797, page 11, Deed Records, Stark County, Ohio.

Subject to a mortgage from Richard F. Steele and Kathryn Y. Steele to Canton Home Loan Corp. recorded in Volume 3531, page 340 in the Office of the Recorder of Stark County, Ohio with principal balance as of December 1, 1972 being \$16,783.23, which the Grantees assume and agree to pay.

No. 14

The mortgage deed to Canton Home Loan Corp. recorded in Volume 3531, page 340 is Uncancelled of Record. (See previous Sec. No. 12)

Said mortgage was assigned on the face thereof on June 9, 1971, by Canton Home Loan Corp. to Carondelet Savings and Loan Association.

No. 15

Dorothy Held, Guardian of  
Anna Ada Cunningham

Docket No. 254, page 348

Plaintiff

vs.

John R. Beisel

Defendant

1976

- March 24 Complaint and Summons Filed
- March 29 Receipt for Certified Mail signed by John R. Beisel
- April 22 Answer filed
- Dec. 21 Land contract between Anna Ada Cunningham and John R. Beisel declared null and void.

This case refers to premises other than the premises abstracted herein.

No. 16

No Leases of Mechanic's Lien

No. 17

No personal tax liens, federal tax liens, recognizance bond liens, unemployment compensation liens, security liens or financing statements.

No. 18

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

No. 19

No matters pending in the Stark County Probate Court

No. 20

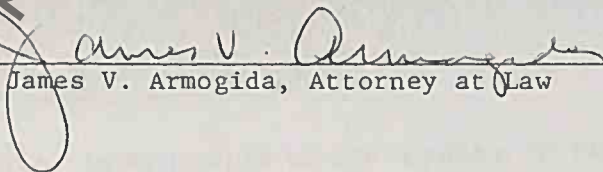
TAXES: Parcel No. 52-06410 Plain Township. Taxes for the first half of the year 1976 are Unpaid.

Current Taxes:	\$187.90
Tax Reduction:	- \$ 47.99
Subtotal :	\$139.91
10% Reduction:	\$ 13.99
Current Taxes:	\$125.92

ASSESSMENTS: None shown on Treasurer's Duplicate

\*\*\*\*\*

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

  
 \_\_\_\_\_  
 James V. Armogida, Attorney at Law

Canton, Ohio  
February 7, 1977  
at 8:30 a.m.

Plain Township Historical Society

ADDENDA TO ABSTRACT OF TITLE to the following described premises situated in the Township of Plain, County of Stark, and State of Ohio, and further described as follows:

Lot Number 172 in Oakwood Park Number 5, Plain Township, Stark County, Ohio, subject to conditions, restrictions, easements and reservations set forth in the deed recorded in Volume 2797, Page 11, Deed Records, Stark County, Ohio.

- 1 -

John R. Beisel and  
Stephanie Beisel,  
husband and wife,

to

Raymond James Gonzalez  
and  
Carmela M. Gonzalez

Warranty Deed

Dated: February 9, 1977

Consideration: \$1.00 and o. v. c.

Received for Record: Feb. 9, 1977,  
at 3:29 p. m.

Recorded: February 10, 1977

Volume 3952, Page 264

CONVEYS: Premises set forth in caption herein.

- 2 -

There are no other instruments of conveyance on record which affect the title to the premises herein.

- 3 -

Raymond James Gonzalez  
and  
Carmela M. Gonzalez,  
husband and wife

to

The Citizens Savings Assoc.  
Canton, Ohio

Mortgage Deed

Dated: February 9, 1977

Consideration: \$21,600.00

Received for Record: Feb. 9, 1977,  
at 3:32 p. m.

Recorded: February 10, 1977

Volume 3978, Page 545

CONVEYS: Premises set forth in the caption hereof.

- 4 -

There are no other Mortgages on record which affect the title to the premises herein.

Arthur D. DeOrio

vs.

John R. Beisel

Judgment Lien

Dated: February 9, 1977, at 10:25 a.

Canton Municipal Court

Case Number: 76 CVF 1584

Docket 17 Page 568A

Cancelled on record on

August 3, 1977

*Cancelled  
on the Power of  
\$131.27  
for the  
Power of*

NOTE: This judgment was recorded after actual closing but before the recording of the Warranty Deed from John R. Beisel and Stephanie Beisel, husband and wife, to Raymond James Gonzalez and Carmela M. Gonzalez, husband and wife. Said Judgment was not related to the premises abstracted herein.

There are no other:

- Mortgages,
- Land Contracts,
- Leases,
- Mechanic's Liens,
- Div. of Aid for Aged Liens,
- Security Interests,
- Personal Property Tax Liens
- Federal Tax Liens,
- Recognizance Bonds Liens,
- Unemployment Compensation Liens,
- Workmens Compensation Liens,
- Pending Suits,
- Judgments, nor
- Foreign Executions

which are living liens on said premises herein abstracted.

TAXES AND ASSESSMENTS

Taxes for the year 1977 are \$119.27 per half, all of which has been paid.

Taxes for the year 1978 are now a lien upon the premises but the amount has not yet been determined.

No search has been made for assessments except as noted upon the tax duplicate.

Plain Township Historical Society

CERTIFICATE

I hereby certify that the foregoing Addenda to Abstract of Title, consisting of seven (7) items 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 Addenda conforms with the standards in the area; and that the same covers the period since and including February 7, 1977.

  
LOUIS MARTINEZ  
ATTORNEY AT LAW

Dated at Canton, Ohio  
July 31, 1978, at  
8:30 a. m.

Plain Township Historical Society

CONTINUATION TO ABSTRACT OF TITLE to the following described premises situated in the Township of Plain, County of Stark, and State of Ohio, and further described as follows:

Lot Number 172 in Oakwood Park Number 5, Plain Township, Stark County, Ohio, subject to conditions, restrictions, easements and reservations set forth in the deed recorded in Volume 2797, Page 11, Deed Records, Stark County, Ohio.

-1-

No Deeds affecting title of premises set forth in caption.

-2-

Raymond James Gonzalez  
and  
Carmela M. Gonzalez  
Husband and Wife

Mtge Deed  
Dated 8/7/78  
Consid \$29,600.00  
RfR 8/8/78 11:36 AM  
Rec 8/9/78  
Vol 4129 Pg 251

to

The Citizens Savings Assn  
Canton, Ohio

CONVEYS: Premises set forth in the caption hereof.

-3-

There are no other Mortgages on record which affect the title to the premises herein.

-4-

There are no other: Mortgages,  
Land Contracts,  
Leases,  
Mechanic's Liens,  
Div. of Aid for Aged Liens,  
Security Interests,  
Personal Property Tax Liens  
Federal Tax Liens,  
Recognizance Bonds Liens,  
Unemployment Compensation Liens,  
Workmens Compensation Liens,  
Pending Suits,  
Judgments, nor  
Foreign Executions

which are living liens on said premises herein abstracted.

-5-

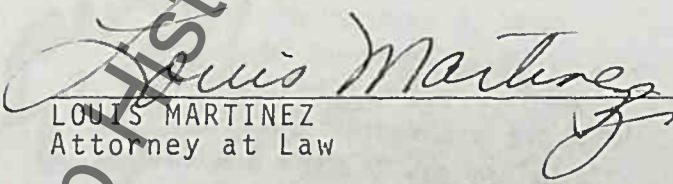
#### TAXES AND ASSESSMENTS

Taxes for the year 1977 are \$119.27 per half, all of which has been paid.

Taxes for the year 1978 are now a lien upon the premises but the amount has not yet been determined.

CERTIFICATE

I hereby certify that the foregoing Continuation To Abstract of Title, consisting of five (5) items 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 conforms with the standards in the area; and that the same covers the period since and including July 31, 1978.

  
\_\_\_\_\_  
LOUIS MARTINEZ  
Attorney at Law

Dated at Canton, Ohio  
August 15, 1978  
4:00 P.M.

Plain Township Historical Society



ADDENDA TO ABSTRACT OF TITLE to the following described premises situated in the Township of Plain, County of Stark, and State of Ohio, and further described as follows:

Lot Number 172 in Oakwood Park Number 5, Plain Township, Stark County, Ohio, subject to conditions, restrictions, easements and reservations set forth in the deed recorded in Volume 2797, Page 11, Deed Records, Stark County, Ohio.

-1-

There are no instruments of conveyance on record which affect the title to the premises herein.

-2-

The Mortgage Deed recorded in Volume 4129, Page 251 has not been cancelled on record.

-3-

Carmela M. and  
Raymond J. Gonzalez,  
husband and wife  
to Banc Ohio National Bank  
Canton, Ohio

Mortgage Deed  
Consideration \$7,500.00  
Dated: November 4, 1980  
Received for Record: November 12,  
1980 at 9:50 a.m.  
Recorded: November 30, 1980  
Volume 4312, Page 658

*Cancelled on record  
July 27, 1981*

CONVEYS: Premises herein abstracted.

-4-

There are no other Mortgage Deeds which affect the title to the premises herein abstracted.

-5-

There are no other: Mortgages,  
Land Contracts  
Leases,  
Mechanic's Liens,  
Division of Aid for Aged Liens,  
Security Interests,  
Personal Property Tax Liens  
Federal Tax Liens,  
Recognizance Bonds Liens,  
Unemployment compensation Liens,  
Workmens Compensation Liens,  
Pending Suits,  
Judgments, nor  
Foreign Executions

which are living liens on said premises herein abstracted.

TAXES AND ASSESSMENTS

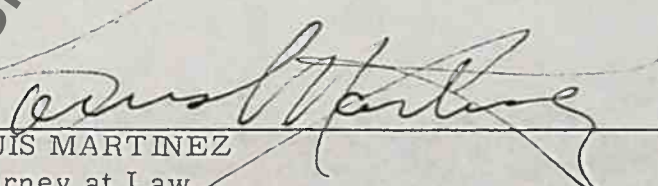
Taxes for the year 1980 are \$156.66 per half year; the first half of which was paid on February 13, 1981 and the second half is now due.

Taxes for the year 1981 are a lien upon the premises but the amount has not yet been determined.

There are no assessments noted upon the tax duplicate. No search has been made for special assessments.

CERTIFICATE

I hereby certify that the foregoing Continuation to Abstract of Title consisting of six (6) items 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 conforms with the standards in the area; and that the same covers the period since and including August 15, 1978.

  
\_\_\_\_\_  
LOUIS MARTINEZ  
Attorney at Law

Canton, Ohio  
July 1, 1981, at  
8:30 a. m.

Plain Township Historical Society