

Section #3
Range 8

Plain Twp.
Historical Soc.

Property of
Plain Township
Historical Society

ABSTRACT OF TITLE

to

LOT NO. 128

Lawr-Chester Allotment
No. 2,

Plain Township,
Stark County, Ohio

Plain Township Historical Society

2560
100 Rev.

ABSTRACT OF TITLE to Lot No. 128 in the Lawr-Chester
Allotment No. 2, Plain Township, Stark County, Ohio, as shown and
delineated upon the Plat of said Allotment, recorded in Volume 33,
Page 13, Stark County, Ohio Plat Records.

No. 1

James Madison,
President of U.S.,
To
Christopher Henry

Government Patent
Dated: October 7, 1812
Rec.: March 11, 1886
Vol. 219, Page 260

Conveys the West 1/2 of Section #3, Township #11, Range #8.

No. 2

Christopher Henney &
Elizabeth Henny,
Husband and Wife,
To
William Henny

General Warranty Deed
Signed: May 22, 1820
Acknowledged: March 15, 1828
1828
Rec.: May 2, 1828
Vol. "G", Page 386

The South part and the one equal third of the West 1/2 of
Section #3, Township #11, Range #8, of the lands directed to be sold at
Steubenville and containing 112-21/100 Acres.

NOTE: No acknowledgment to signature of Christopher Henney.
Part of acknowledgment reads as follows: "Came John Krider and
Henry Krimer, who being sworn and examined say that they saw Christopher
Henney, the above signer, sign, seal and deliver the foregoing instru-
ment of writing as his act and deed and they further say that each of
them signed the same as a witness and also saw the other sign his name
as a witness.

Wife properly acknowledged.

No. 3

William Henney &
Mary, his wife,
To
Benjamin Spangler

General Warranty Deed
S & A: April 4, 1839
Rec.: May 31, 1839
Vol. "U", Page 492

Same description as above, "excepting 7 acres 20 rods hereto-
fore sold to Henry Hull and also excepting a small lot of ground on the
south line of said 1/2 Section heretofore granted as a graveyard."

No. 4

Benjamin Spangler &
Margaret Prisilla,
his wife,
To
Michael Spangler

General Warranty Deed
S & A: November 4, 1841
Rec.: May 3, 1842
Vol. 27, Page 615

Same description as above.

No. 5

Michael Spangler &
Salome, his wife
To
S. Weidler Bard

General Warranty Deed
S & A: March 30, 1864
Rec.: April 5, 1864
Vol. 84, Page 166

Same description as above, "Containing about 108 acres."

No. 6

S. Weidler Bard &
Susannah, his wife,
To
William Williams

General Warranty Deed
S & A: April 1, 1872
Rec.: April 12, 1872
Vol. 117, Page 228

Same description as above.

No. 7

William Williams'
Estate

1883 March 17, Application filed.
John F. Niesz, Admr.
Bond \$1,000.00, Henry
Sponsellor & William
Niesz sureties.
Bond filed and approved.
Letters issued.
Inventory and appraise-
ment filed.
1884 Sept. 13, Final Account filed.
Administrator's Doc. "F"
Page 490. Stark County
Probate Office.

Application does not recite who were the heirs of William Williams, deceased.

No. 8

Hiram P. Williams &
Mary, his wife,
To
Jerry Smith

Quit Claim
S & A: March 17 and
April 24, 1883
Rec.: April 28, 1883
Vol. 193, Page 493

"My right, title and interest in and to the estate, both real and personal of William Williams, deceased, and which I have or to which I am entitled as a child and heir of the said William Williams, deceased.

No. 9

Jerry Smith
To
Mary Williams

Quit Claim
S & A: April 28, 1883
Rec.: April 28, 1883
Vol. 193, Page 495

Same description as above.

NOTE: Grantor's name is given as "Jeremiah Smith" in body of deed and acknowledgment, but he signs as above.

Anna B. Numan &
 Walter H. Numan,
 Husband and Wife,
 Kiram P. Williams &
 Mary Williams,
 Husband and Wife,
 William B. Williams &
 Adiline B. Williams,
 Husband and Wife,
 To
 Lucinda Meyers

Quit Claim

S & A: July 11, 13 and 14th,
 1883
 Rec.: July 21, 1883
 Vol. 197, Page 416

"The South 1/3 of the West 1/2 of Section #3, Township #11, Range #8, except therefrom a tract of 7 acres and 20 perches now owned by Samuel J. Miller, in the north west corner of said 1/3, the said Mary Williams conveying all her interest in said premises, other than dower, which she may own by virtue of any conveyance to her directly or indirectly by Hiram P. Williams or otherwise."

In Dower Release said Mary Williams also releases her dower interest in said premises.

NOTE: Grantors' names given in body of deed and acknowledgment as "Anna Bell Numan", "Adaline A. Williams" and "Adaline E. Williams", but they sign as above.

Caroline Williams
 To
 Lucinda E. Meyers

Quit Claim

S & A: October 5, 1885
 Rec.: October 6, 1885
 Vol. 215, Page 535

Same description as heading of Abstract, Deed recites that Caroline Williams is the widow of William Williams, deceased.

Lucinda E. Meyer
 -vs-
 Marcus Meyer

DIVORCE

1889, October	10,	Petition and Precipe filed. Injunction allowed. Summons and copy Petition issued.
	October 11,	Summons returned endorsed.
	November 29,	Leave to answer by December 7, 1889.
	December 7,	Answer and Cross Petition and Precipe filed. Summons and copy Answer and Cross Petition filed. Summons returned endorsed.
1890	December 24,	Defense on behalf of Defendant filed.
	January 4,	Defenda on behalf of defendant filed.
	January 6,	Defense on behalf of defendant filed.
	February 3,	Leave to reply by first Saturday.
	February 10,	Reply filed.
	April 28,	Deposition on behalf of defendant filed.
	May 9,	Deposition on behalf of defendant filed.
	May 15,	Trial to Court, decree for divorce, alimony, etc.

Appearance Docket 62, Page 6602
 Civil Record 114, Page 19.
 Stark County Clerk's Office.

DECREE: "It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Lucinda E. Meyer and Marcus T. Meyer and the same hereby is dissolved and both parties are released from the obligations of the same."

DECREE: "The Court finds that the plaintiff is the owner in her own right as aforesaid of (tract in question) and the same is hereby restored to her, divested of all and every claim, title or interest by courtesy, dower or otherwise, of her said husband, Marcus T. Meyer, and it is further ordered and adjudged that the plaintiff, Lucinda E. Meyer pay or cause to be paid, according to its tenor, the said mortgage thereon and that the defendant, Marcus T. Meyer be by her saved harmless from the payment of the same or any part thereof or the note evidencing said indebtedness."

No. 13

Original field notes in Stark County Surveyor's Office shows that Section #3, Township #11, Range #8, contains 686.90 acres therefrom the South 1/3 of the West 1/2 of Section #3, Township #11, Range #8, would contain 114.48-1/3 acres.

No. 14

Lucinda E. Meyer
To
John K. Gottshall

Warranty Deed \$7,000.00
Dated: Sept. 25, 1893
Filed: Sept. 26, 1893
Vol. 307, Page 225

Conveys "Situated in the County of Stark and State of Ohio, and known as and being the South one-third part of the West one-half of Section 3, Township 11 (Plain), excepting therefrom 7 acres and 20 perches heretofore set off to Henry Hull and formerly owned by Samuel J. Miller, and also excepting a small lot of ground on the South side of said one-half section heretofore granted for a graveyard, leaving the amount hereby conveyed about one hundred and eight acres."

No. 15

FOR REFERENCE:

The description of the excepted part of 7 acres and 20 perches referred to in the deed above is described as follows in Vol. 253, Page 243;

"Situated in the County of Stark and State of Ohio, and known as part of the Southwest Quarter of Section 3, Township 11, Range 8, beginning at a point on the West line of said quarter 113-1/3 perches North of the Southwest corner of said quarter thence East 38 perches; thence South parallel with the West quarter line 30 perches; thence West 38 perches to the West line of said quarter; thence North 30 perches along said West line to the place of beginning, containing 7 acres and 20 perches.

No. 16

Last Will and Testament
of
John K. Gottshall, deceased.

Dated: November 22, 1906
Probated: June 14, 1912
Will Rec. 28, Page 221

"Last Will and Testament of John K. Gottshall

I, John K. Gottshall, being of full age and sound mind, do hereby make, publish and declare this my last will and testament as follows:

(Continued)

- Item One: I hereby direct my executrix hereinafter named to pay all my just debts and funeral expense.
- Item Two: I direct my executrix to erect a suitable monument for my wife and myself on our lot in West Lawn Cemetery, Canton, Ohio, the same to cost not less than Two Hundred Dollars.
- Item Three: I do hereby give, devise and bequeath all of my property of whatsoever kind and wheresoever situated to my beloved wife, Elizabeth Gottshall during her natural life. After her death I desire that the same shall all become the property of my niece, Mary A. Bomm who now resides with me, and that it shall be her own property absolutely.
- Item Four: Item Three above is subject to this condition, only, that if my brother, Sylvanus H. Gottshall survives me, then my executrix shall pay to him the sum of Five Hundred Dollars.
- Item Five: I do hereby nominate and appoint my said niece Mary A. Bomm executrix of this my last will and testament, and direct that she serve without giving bond, and that no appraisement of my said estate be made.
- Item Six: I do hereby revoke all former wills and codicils by me made.

In Witness Whereof, I have hereunto set my hand this twenty-second day of November, 1906."

(Signed) John K. Gottshall.

No. 17

Estate of John K. Gottshall,
deceased.

Estate No. 9898

Admr. Doc. "M", Page 245.

1912 June 14, Will probated.
Application for letters filed.
Mary Bomm Smith, Executrix.
Bond waived by Will.
Letters issued.
Widow in open Court elects to take under Will.

July 8, Inventory filed. These premises listed and appraised at \$10,000.00.

July 15, Proof of publication filed.

1913 July 22, Final Account filed.
Shows payment of \$500.00 bequest to Sylvanus Gottshall and \$200.00 for monument.

Court costs paid.

No. 18

Application for Letters Testamentary states that John K. Gottshall died testate on May 6, 1912 leaving the following heirs and next of kin:

Elizabeth Gottshall	Widow
Jacob F. Gottshall	Brother
Sylvanus Gottshall	Brother
Solomom Gottshall	Brother

No. 19

John K. Gottshall, Testator
To
Elizabeth Gottshall, Devisee

Certificate of Real Estate
Devised.
Dated: July 9, 1912
Filed, August 7, 1912
Vol. 429, Page 304

(Continued)

Recites that on June 14, 1912 the Last Will and Testament of John K. Gottshall was admitted to Probate in Stark County, Ohio, and recorded in Vol. 28, Page 22 that by the terms of said will all real estate was devised to Elizabeth Gottshall during her natural life and then to Mary A. Bomm in fee simple.

No. 20

Last Will and Testament of
Elizabeth Gottshall

Dated: November 22, 1906
Probated: November 16, 1932
Will Rec. 65, Page 143

"Last Will and Testament of Elizabeth Gottshall

I, Elizabeth Gottshall being of full age and sound mind do hereby make and publish and declare this my last will and testament as follows:

- Item One; I hereby revoke all former wills and codicils by me made.
- Item Two: I hereby appoint my niece Mary A. Bomm, who now resides with me executrix of this my last will and testament, and direct that she serve without giving bond, and that no appraisement be made of my estate.
- Item Three: I do hereby give, devise and bequeath all of my property of whatsoever kind and wheresoever situated to my said niece, Mary A. Bomm to be her own property absolutely.

In Testimony whereof I have hereunto set my hand this Twenty-Second day of November, A.D. 1906.

(Signed) Elizabeth Gottshall."

No. 21

Estate of Elizabeth Gottshall,
deceased.

Estate No. 24784
Admr. Doc. "Y", Page 536

- 1932, November 8, Application to probate will filed.
- November 16, Will admitted to probate and record.
- Application for letters filed. - Mary Bomm Smith, Executrix.
- Bond waived by will. - Letters issued.
- November 28, Inventory filed. Lists the premises herein abstracted.
- December 17, Proof of publication filed.
- 1933 January 5, Schedule of debts filed and approved.
- July 12, Final Account filed. Shows payment of all debts.
- 1933, January 16, Executrix released and discharged.
- Inheritance tax paid.
- Court costs paid.

No. 22

Application for Letters Testamentary states that Elizabeth Gottshall died on October 25, 1932, leaving no widower and leaving thirteen nephews and nieces, more or less, but only one devisee, to-wit: Mary omm Smith.

No. 23

Mary A. Bomm was married to Ervin E. Smith on Sept. 10, 190.
(See Marriage record 23, Page 44)

John K. Gottshall, deceased
To
Mary B. Smith, Devisee

Transfer of Real Estate
devised.

Dated: Sept. 6, 1933

Filed: Sept. 6, 1933

Vol. 1095, Page 284

Recites that by the terms of the Will of John K. Gottshall recorded in Vol. 28, Page 221, all real estate of the decedent was devised to Mary B. Smith; that said premises so devised was as described in Section No. 14 above except that the acreage here is given as 104.5 acres. Prays for the transfer of said premises to Mary B. Smith.

No. 25

By Warranty Deed dated August 13, 1936, filed September 10, 1936 and recorded in Vol. 1163, Page 213, Mary B. Smith conveyed to Frank S. Van Dyke the following described premises:

"Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Southwest quarter of Section No. 3, Township No. 11 (Plain), and Range No. 8, Stark County, Ohio, and is described as follows: Beginning at an iron pin at the Southeast corner of said quarter section; thence Westwardly along the South line of said quarter section a distance of 120 feet; thence Northwardly, parallel to the East line of said quarter section a distance of 435.6 feet; thence Eastwardly and parallel to the South line of said quarter section, a distance of 120 feet to a point in the East line of said quarter section; thence Southwardly along the East line of said quarter section a distance of 435.6 feet to the place of beginning, containing 1.20 acres."

Excepting however the Grantor reserves unto herself, her heirs and assigns, all the coal, oil, gas, clay and other minerals lying in, upon and above described real estate with the right to enter upon the above described premises to mine and remove the same."

No. 26

By Warranty Deed dated October 11, 1938, filed October 24, 1938 and recorded in Vol. 1216, Page 219, Mary B. Smith conveyed to Frank S. Van Dyke the following described premises:

"Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Southwest quarter of Section No. 3, Township No. 11 (Plain), and Range No. 8, Stark County, Ohio, and is described as follows: Beginning at an iron pin on the East line of said quarter section 435.6 feet North of the Southeast corner of said quarter section; thence Westwardly, parallel with the South line of said quarter section a distance of 120 feet; thence Northwardly and parallel to the East line of said quarter section a distance of 290.4 feet; thence Eastwardly and parallel to the South line a distance of 120 feet to a point in the East line of said quarter section; thence Southwardly along the East line of said quarter section a distance of 290.4 feet to the place of beginning, containing 0.80 acre of land."

Excepting however the Grantor reserves unto herself, her heirs and assigns, all the coal, oil, gas, clay and other minerals lying in, upon and above described real estate with the right to enter upon the above described premises to mine and remove the same."

No. 27

By Warranty Deed dated October 11, 1938, filed October 24, 1938 and recorded in Vol. 1216, Page 220, Mary B. Smith, conveyed to Howard A. Noble and Blanch Noble, the following described premises:

"Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Southwest quarter of Section No. 3, Township No. 11 (Plain), and Range No. 8, Stark County, Ohio, and is

described as follows: Beginning at an iron pin in the South line of said quarter section, 120 feet Westwardly from the Southeast corner of said quarter section; thence Westwardly along the South line of said quarter section a distance of 120 feet; thence Northwardly and parallel to the East line of said quarter section, a distance of 726 feet; thence Eastwardly and parallel to the South line of said quarter section a distance of 120 feet; thence Southwardly and parallel to the East line of said quarter section a distance of 726 feet to the place of beginning, and containing exactly 2 acres of land."

Excepting however the grantor reserves unto herself, her heirs, and assigns, all the coal, oil, gas, clay and other minerals lying in, upon and under the above described real estate with the right to enter upon the above described premises to mine and remove the same."

No. 28

Mary B. Smith, formerly
Mary A. Bomm, a widow,
To
Edith E. Eicher

Warranty Deed
S & A: April 12, 1944
R f R: April 24, 1944
Vol. 1446, Page 484

Conveys premises as follows: Known as and being a part of the Southwest Quarter of Section 3, Township 11, North (Plain), Range 8 West, County of Stark and State of Ohio, and more particularly described as follows: Beginning at the Southwest corner of said Southwest Quarter of Section 3; thence with the South line of said Quarter, South 85 degrees 50 minutes East 2458.6 feet; thence parallel to the East line of said quarter, North 3 degrees 56 minutes East 726 feet; thence parallel to the South line of said quarter South 85 degrees 50 minutes East 240 feet to the East line of said quarter; thence with said East line, North 3 degrees 56 minutes East 1147.4 feet to a stone; thence North 85 degrees 42 minutes west 2057 feet; thence parallel to the West line of said quarter, South 4 degrees 27 minutes West 505.5 feet; thence North 85 degrees 42 minutes West 627 feet to the West line of said quarter; thence with said West line South 4 degrees 27 minutes West 1374.94 feet to the place of beginning. The above described tract contains 104.85 acres more or less.

No. 29

Mary B. Smith
-vs-

William Henney and the
unknown heirs, devisees,
legatees, administrators,
executors and assigns of
William Henney, deceased,
John Doe and the unknown
heirs, devisees, legatees,
administrators, executors
and assigns of John Doe,
deceased.

1944 March 28, Petition filed.
Affidavit for publication
filed. - Publication
ordered.
May 5, Affidavit of publication
filed.
August 17, Decree quieting title.
Costs paid.

Docket 193, Page 84853.

NOTE: See copies of Petition and decree attached hereto.

Affidavit of Publication shows notice to Defendants given by publishing in the Canton Repository March 29, April 5, 12, 19, 26 and May 3, 1944.

(Continued)

STATE OF OHIO)
STARK COUNTY)

SS:

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO

MARY B. SMITH
Canton, Ohio

Plaintiff,

-vs-

WILLIAM HENNEY and the
unknown heirs, devisees,
legatees, administrators,
executors and assigns of
William Henney, deceased,
and also JOHN DOE and the
unknown heirs, devisees,
legatees, administrators,
executors and assigns of
John Doe, deceased.

Defendants.

P E T I T I O N

To Quiet Title to Real Estate

Plaintiff says that she is the owner in fee simple and in actual possession of the following real estate situated in the Township of Plain, County of Stark and State of Ohio, and bounded and described as follows:

Known as and being the South one-third part of the West one-half of Section No. 3, Township No. 11, Range No. 8 Plain Township, Stark County, Ohio

Excepting therefrom the following described premises: Beginning at a point on the West line of said section 113-1/3 perches North of the Southwest corner thereof; thence East 38 perches; thence South parallel with the West section line 30 perches; thence West 38 perches to the West line of said section; thence North 30 perches along said West line to the place of beginning, containing 7 acres and 20 perches. And also excepting therefrom the following described premises: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the South west quarter of Section No. 3, Township No. 11, Range No. 8, Plain Township, Stark County, Ohio, beginning at an iron pin at the Southeast corner of said quarter section; thence Westwardly along the South line of said quarter section a distance of 240 feet; thence Northwardly and parallel to the East line of said quarter section a distance of 726 feet; thence Eastwardly and parallel to the South line of said quarter section a distance of 240 feet to a point in the East line of said quarter section; thence southwardly along the East line of said quarter section a distance of 726 feet to the place of beginning, containing 4 acres, leaving the amount hereby included in these premises about 100.50 acres, more or less

Plaintiff further says that on May 22, 1820 by deed recorded in Vol. G, Page 386 of the Stark County Deed Records, the defendant William Henney acquired title to the South part and the one equal one-third of the West half of Section 3, Township 11, Range 8, Stark County, Ohio, containing 112.21 acres; that on April 4, 1839 by deed recorded in Vol. U, Page 492 of the Stark County Deed Records, William Henney conveyed said premises, "excepting seven acres and twenty rods and also excepting a small lot of ground on the South line of said half section heretofore granted as a graveyard."

Plaintiff further says that an exhaustive search of the records of Stark County, Ohio, fails to disclose any grant made or conveyed to any person for the use of a graveyard; that if such grant was made, it

was never recorded and this plaintiff has no means of determining who the grantee was if any, and is unable to ascertain his true name and brings this action against him by the aforesaid fictitious name of John Doe.

Plaintiff further says that said grant of a graveyard is now not in use and has not been in use for many years and more specifically since 1893, the year in which Plaintiff's predecessor in title acquired title to said premises.

Plaintiff further says that the heirs, devisees, legatees, administrators, executors and assigns of William Henney, deceased, and John Doe, deceased, late of Stark County, Ohio, are necessary parties herein for a complete determination of this cause and their names and places of residence are unknown to Plaintiff and cannot by reasonable diligence be ascertained, that this action is brought against them without naming them in pursuance to the provisions of the General Code of Ohio in such cases made and provided.

WHEREFORE, Plaintiff prays that the unknown heirs, legatees, devisees, administrators, executors and assigns be made parties defendant herein and be required to set up the nature and extent of their claim herein or be forever barred; that the title of Plaintiff to said premises be quieted and for such other and further relief as may be just and proper in the premises.

DECREE QUIETING TITLE

This cause coming on for hearing on the Petition and the evidence; and on consideration the Court finds that the defendants and each of them have been served by publication of notice of this action and the objects and prayer of the Petition as provided by law, and that they are each and all in default of answer and demurrer thereto, and that the averments of said petition are confessed by them to be true, and further finds that said averments are true; the Court further finds that the Plaintiff is the owner in fee simple and is in the actual possession of the premises in the petition described, and herein described as follows:

Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being the South one-third part of the West one-half of Section No. 3, Township No. 11, Range No. 8, Plain Township, Stark County, Ohio, excepting therefrom the following described premises: Beginning at a point on the West line of said Section 113-1/3 perches North of the Southwest corner thereof; thence East 38 perches, thence West 38 perches to the West line of said section; thence North 30 perches along said West line to the place of beginning, containing 7 acres and 20 perches, and also excepting therefrom the following described premises; Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Southwest quarter of Section No. 3, Township No. 11, Range No. 8, Plain Township, Stark County, Ohio, beginning at an iron pin at the Southeast corner of said Quarter Section; thence Westwardly along the South line of said Quarter Section a distance of 240 feet; thence northwardly and parallel to the east line of said quarter section a distance of 726 feet; thence Eastwardly and parallel to the South line of said Quarter Section a distance of 240 feet to a point in the East line of said Quarter Section; thence Southwardly along the East line of said quarter section a distance of 726 feet to the place of beginning containing 4 acres. Leaving the amount hereby included in these premises about 100.50 acres, more or less.

The Court further finds that said Defendants have no title, interest or estate in and to said premises or any part of the same, and Plaintiff ought to have his title quieted as against said Defendants and each of them, and it is adjudged and decreed that the title of Plaintiff in and to said premises be, and the same is hereby quieted against said

defendants and each of them, and they are hereby enjoined from claiming or asserting any claim in and to said premises adverse to the title of Plaintiff therein or his heirs or assigns, and it is further considered that the Plaintiff pay the costs of this proceeding for which judgment is rendered against him.

No. 30

Edith Eicher,
Plaintiff,
-vs-

Court of Common Pleas
Stark County, Ohio
Action for Divorce
Case No. DR 24722

John Eicher,
Defendant

1950	October	23,	Petition and Praecipe filed.
	October	26,	Summons and copy of Petition issued.
			Summons returned; served personally upon defendant.
1951	January	15,	Answer and Cross Petition filed. Praecipe filed. - Summons and Copy of Answer and Cross Petition issued.
	January	26,	Reply filed.
	May	24,	Hearing had. Decree for plaintiff.

By Journal Entry the Court orders and decrees that plaintiff be granted complete divorce from defendant; that plaintiff be restored to her previous name of EDITH MILLIGAN; that, in lieu of all rights of alimony, division of property, dower, rights of inheritance and any and all other rights of either party in the estate of the other, arising out of marriage or otherwise by common law or statute, the defendant is ordered to pay plaintiff, in settlement of their property rights the sum of \$2750.00 for which amount plaintiff is awarded judgment.

Jrl. Entry recorded in Vol. 1996, Page 352.

No. 31

Edith E. Milligan,
formerly Edith E. Eicher,
Unmarried,
To
Rose Lane Villa Building Corporation

Warranty Deed
S & A: April 21, 1952
R f R: April 21, 1952
Vol. 2062, Page 585

Conveys following described premises: Situated in the Township of Plain, County of Stark and State of Ohio: And known as and being part of the Southwest Quarter of Section Three (3), Township Eleven (11) North (Plain), Range Eight (8) West, County of Stark and State of Ohio and more particularly described as follows:

Beginning at the southwest corner of said Southwest Quarter of Section 3; thence with the South line of said Quarter, South Eighty-five degrees fifty minutes East (S 85° 50' E) Two Thousand Four Hundred Fifty-eight and six tenths feet (2458.6'); thence parallel to the east line of said Quarter, North three degrees fifty-six minutes East (N 3° 56' E) Seven Hundred Twenty-six feet (726'); thence parallel to the south line of said quarter, South eighty-five degrees fifty minutes East (S 85° 50' E) Two Hundred Forty feet (240') to the east line of said quarter; thence with said east line, North three degrees fifty-six minutes East (N 3° 56' E) One Thousand One Hundred Forty-seven and four Tenths feet (1147.4') to a stone; thence North eighty-five degrees forty-two minutes West (N 85° 42' W) Two Thousand Fifty-seven feet (2057'); thence parallel to the West line of said quarter, South four degrees Twenty-seven minutes West (S 4° 27' W) five hundred five and five tenths feet (505.5'); thence North eighty-five degrees forty-two minutes West (N 85° 42' W) six hundred twenty-seven feet (627) to the west line of said quarter; thence with said west line, South four degrees twenty-seven minutes West (S 4° 27' W) One Thousand Three Hundred Seventy-four and Ninety-four hundredth feet (1374.94') to the place of beginning. The above described tract contains One hundred four and eighty-five hundredths (104.85) acres

be the same more or less; But subject to all legal highways, to rights of way or easements of record and such leasehold claims or rights of record if any as may subsist in favor of persons other than the Grantor.

This grant is without reservation in the Grantor of any interests or rights to minerals or to royalties therefrom, all such interest or rights to minerals or royalties being hereby expressly assigned to the Grantee herein, together with any and all renewals of the same.

No. 32

Plat of Lawr-Chester Allotment No. 2

S & A: December 2, 1957

Approved and accepted by
Planning Commission of North
Canton, Ohio, December 2,
1957.

Approved and accepted by
Stark County Board of Health,
December 2, 1957.

Approved and accepted by Stark
County Commissioners, December
16, 1957.

Plat approved by Stark County
Engineer December 16, 1957.

R f R: December 26, 1957

Plat Book 33, Page 13

The above Plat is signed by Rose Lane Villa Building Corporation, the owners of the land shown on the Plat, and the streets shown on said Plat are dedicated for public use forever. Said corporation signs by E. C. Coldren, President and L. G. Hathaway, Sr., Secretary.

Said Plat is laid out on premises described in preceding section.

LOT NO. 128 .

Fronts 101.95 feet on the north side of Whittier Street, N. E., and extends 217.11 feet on the west, 200 feet on the east to a rear line of 100 feet. This lot has a 50 ft. building line across entire front of same.

No. 33

William Williams

To

S. W. Bard

Mortgage \$9,000.00
S & A: April 1, 1872
Rec.: April 19, 1872
Vol. 118, Page 442
Cancelled

No. 34

William B. Williams &
Adaline A., his wife,
To
J. M. Martin & Brother

Mortgage \$2,500.00
S & A: April 23, 1883
Rec: April 24, 1883
Vol. 194, Page 325
Cancelled

No. 35

Lucinda E. Meyer &
Marcus T. Meyer
(Wife and Husband)
To
Caroline Williams

Mortgage \$1,100.00
S & A: October 6, 1885
Rec. : October 6, 1885
Vol. 216, Page 233
Cancelled

Marcus T. Meyer &
Lucinda E. Meyer
(Husband and Wife)

Mortgage \$2,300.00

To

S & A: April 1, 1886
Rec.: April 1, 1886
Vol. 218, Page 542

James Ailes &
Samuel D. Erwin,
Executor of the last
will of Caleb Steel,
deceased.

Mortgage assigned to Judson A. Wann, as Administrator of the estates of Alexander Steel and Emanuel Steel, deceased, heirs of John Steel, deceased by authority of law in such cases by J. P. Fawcell, Probate Judge.

Release signed "J. A. Wann, Administrator of the estates of Alexander Steel and Emanuel Steel, deceased, heirs of John Steel, deceased."

No. 37

Marcus T. Meyer &
Lucinda E. Meyer
(Husband and Wife)

Mortgage \$2,300.00

To

S & A: Sept. 3, 1888
Rec.: Sept. 3, 1888
Vol. 244, Page 396

William H. Greer

Cancelled

No. 38

Lucinda E. Meyer

Mortgage \$2,300.00

To

S & A: June 19, 1893
Rec.: June 19, 1893
Vol. 300, Page 315

Caroline Williams

Cancelled

No. 39

John K. Gottshall

Mortgage \$857.74

To

Filed: October 10, 1893
Vol. 304, Page 317

Lucinda E. Meyer

Cancelled April 4, 1898

No. 40

Mary B. Smith

Right of Way \$1.00

To

Dated: February 12, 1935
Filed: March 30, 1935
Vol. 1119, Page 252

The East Ohio Gas Company

Grants a right of way for pipe lines in, over and through the premises here abstracted with the right of ingress and egress to and from the same. Grantor to receive Fifty Cents for each roa of pipe laid.

No. 41

Mary B. Smith, a widow

Right of Way \$1.00

To

Dated: July 23, 1935
Filed: September 24, 1935
Vol. 1119, Page 575

The Ohio Power Company

Grants a right of way and easement to construct, operate and maintain lines, poles and wires for the purpose of transmitting electric and other energy on, over, through and across these premises. Grantor to receive One Dollar for each pole erected.

Mary B. Smith, a widow
To
The East Ohio Gas Company

Gas Storage Agreement
Dated: June 9, 1943
Filed: July 27, 1943
Vol. 1408, Page 217

Lessor agrees that the Oil and Gas Lease held by the Lessee on these premises shall be modified and extended in that the Lessee shall have the additional right of introducing, injecting, storing and removing gas of any kind, whether upon these or other premises and to install and maintain on said premises such additional equipment and pipe lines as may be necessary for such purposes.

For the full terms and conditions of this agreement and its many ramifications, reference is hereby made to the record of said agreement.

No. 43

Elizabeth Gottshall
To
A. W. Herring

Oil and Gas Lease \$1.00
Dated: Sept. 24, 1918
Filed: November 15, 1920
Vol. 24, Page 484
Not Cancelled

Leases said premises for a term of ten years or as much longer thereafter as oil or gas are produced in paying quantities.

Lessor to receive one-eighth of oil produced and \$200.00 for each gas well.

Well to be drilled within two years or pay the Lessor \$26.00 per year.

No. 44

Elizabeth Gottshall, a widow, &
Mary B. Smith, single
To
The East Ohio Gas Company

Oil and Gas Lease \$52.00
Dated: March 22, 1930
Filed: April 23, 1930
Vol. 43, Page 319
Not Cancelled

Leases these premises for oil and gas for a period of ten years or as much longer thereafter as oil and gas are produced in paying quantities.

Lease to be void unless well be commenced within three month or unless the Lessee pays the Lessors \$208.00 per year.

For further particulars of this lease, see record, to which reference is hereby made.

No. 45

No Mechanic's Liens or Personal Tax Liens.

No. 46

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

No. 47

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

No. 48

TAXES:

\$15.46 Real Estate Taxes - Paid December 1964.

No assessments on duplicate.

No. 49

No search has been made for special assessments except as specifically noted herein.

No. 50

I have made no search in any Court except the Common Pleas Court of Stark County, Ohio.

No. 51

There are no Financial Statements or Securities Interest Liens as shown in the Index of the same in the Recorder's Office of Stark County, Ohio.

I hereby certify that the foregoing ABSTRACT OF TITLE, consisting of Fifty-One (51) Sections, was collated by me from the Official Records of Stark County, Ohio, and I believe the same to be correct and shows every instrument of record affecting the title to the within abstracted premises as revealed by the General Indexes in the several County Offices in and for Stark County, Ohio.

CANTON, OHIO
March 22, 1965
9:00 A. M.

Robert J. Hellibich

Attorney at Law

Plain Township Historical Society

CONTINUATION

of the foregoing Abstract of Title to Lot Number One Hundred Twenty-eight (128) in the Lawr-Chester Allotment No. 2, Plain Township, Stark County, Ohio, since and including March 22, 1965.

ITEM 1.

Rose Lane Villa Building
Corporation by E. C. Coldren,
President and L. G. Hathaway,
Secretary

Warranty Deed - \$1.00
Dated - March 23, 1965
Rec. for Rec. - March 25, 1965
Volume 3071, Page 379

to

Rudolph Novak and
Susan G. Novak

Conveys premises abstracted.

ITEM 2.

Rudolph Novak and
Susan G. Novak,
husband and wife

Mortgage - \$11,000.00
Dated - May 11, 1965
Rec. for Rec. - May 11, 1965
Volume 3099, Page 49

to

The Dime Bank

Covers premises abstracted. Given to secure grantor's promissory note in the principal sum of \$11,000.00, with interest thereon at the rate of 5½ percent per annum, payable in monthly installments of \$110.00 each, with the entire balance of principal and interest due and payable May, 1977.

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

ITEM 8.

TAXES: June, 1965, payment of \$15.46, not paid.