

ABSTRACT OF TITLE TO -

PART OF THE NORTHEAST QUARTER  
OF SECTION 14, TOWNSHIP 11,  
(PLAIN) RANGE 8, STARK COUNTY,  
OHIO, BEING 0.455 ACRES OF LAND.

Plain Township Historical Society

ABSTRACT FOR TRACT #3  
OF WARRANTY DEED  
DATED 29 SEPT 65  
23.01.08

ALTON L. RIMIER,  
ATTORNEY AT LAW,  
700 PEOPLES BANK BLDG.,  
CANTON, OHIO.  
PHONE GL 5-2222

ABSTRACT OF TITLE TO -

THE FOLLOWING DESCRIBED TRACT

Being a part of the Northeast Quarter of Section 14, Township 11, (Plain) Range 3, Stark County, Ohio, described as follows:

Beginning at an iron pin at the Northwest corner of said quarter section, said pin being in the center line of the North Canton-Maximo Road; thence Eastwardly, along the center line of said Road, a distance of 495.0 feet to the place of beginning of the tract herein conveyed, said point being at the Northwest corner of land now owned by the Grantees and described in Deed Volume 1778, Page 111 in the Office of the Stark County Recorder; thence continuing Eastwardly along the center line of said North Canton-Maximo Road, and the North line of said quarter section of 100.00 feet; thence Southwardly, and parallel with the East line of said Grantee's Tract, a distance of 198.0 feet; thence Westwardly, and parallel with the center line of said North Canton - Maximo Road, a distance of 100.0 feet to the Southeast corner of Grantee's Tract; thence Northwardly along the East line of said Grantee's Tract a distance of 198.0 feet to the place of beginning of the tract herein conveyed, containing 0.455 Acre of land, more or less.

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 cancelations 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 Section No. 4, but when dower only is released, it will appear as "husband" or "wife" only as at Section No. 25.



No. 3

Thomas Jefferson, President  
of the United States

Patent  
Signed Oct. 8, 1805  
Vol. "B", page 62

to

Henry Wershler

Lot or Section # 14, Township # 11, Range # 8 in the lands directed  
to be sold at Steubenville.

No. 4

Thomas Jefferson, President  
of the United States

Patent  
Signed Oct. 8, 1805  
Vol. "B", page 62

to

Henry Wershler

Lot or Section # 13, Township # 11, Range # 8 in the lands directed  
to be sold at Steubenville.

No. 5

Henry Weshler

Warranty Deed  
Signed Aug. 21, 1811  
Ack'd. Sept. 21, 1811  
Recorded  
Vol. "B", page 97

to

Jacob Weshler

Conveys part of said Section 14, and 13, Township 11, Range 8,  
described as follows; Beginning at the corner of Sections 11, 12, 13, and 14;  
thence east on the line between Sections 12 and 13, 39 chains and 97 links to  
a stone; thence south in Section 13, 39 chains and 33 links to a stone the  
centre of said Section; thence north  $82^{\circ}$  west 40 chains and 55 links to a stone  
on the line between said Section # 13 and # 14; thence south on said line 11  
chains to a stone; thence north  $83^{\circ}$  west, 40 chains and 55 links to a stone  
on the north and south line through the middle of Section # 14; thence north  
on said line 39 chains and 59 links to a stone on the east and west line  
between Sections # 11 and # 14; thence east on said line, 40 chains and 45 links  
to the place of beginning, containing 318.53 acres of land, more or less.

Jacob Wershler's Will  
Will Record "B", page 45

Dated Nov. 10, 1828  
Probated Oct. 29, 1829

Gives widow right to stay on the plantation, being premises described at Section No. 5 above, until testator's youngest son, Phillip, arrives at the age of 21 years, with right to keep all belonging to testator on said farm, together with the profits of said farm during said term, or as long as she shall remain the widow of testator, and further provides as follows:

"And whenever my son, Phillip, shall arrive to age of 21 years, then my wife shall leave the plantation and my exedutors shall sell the land by public or private sale to best advantage they can."

Jehu Grubb and Adam Essig named executors.

No. 7

Jacob Wershler's Estate

1829 Oct. 29 Adam Essig and Jehu Grubb  
qualified as Executors  
1837 May 27 Inventory filed  
1849 Sept. 8 Final Account filed

No. 8

Jehu Grubb and Adam Essig  
Executors of Jacob  
Werstler, deceased

Executor's Deed  
Dated & Ack'd. Mar. 31, 1837  
Rec. for Rec. Apr. 25, 1837  
Vol. "R", page 234

to

Henry Warshler

Recites authority of sale as given in the will of Jacob Werstler and recites further that said Phillip has now arrived at the age of 21 years and conveys parts of said Section 13 and 14, Township 11, Range 8 and other premises, described as follows: Beginning on the western boundary of the northeast quarter of Section 14, 39 chains and 59 links south of the northwest corner of said quarter; thence north along said boundary to within 60 perches and 12 links of said corner to the center of the Randolph Road; thence north 11° east 48 perches 9½ links to a post; thence north 4° east 12½ perches to a post on the northern boundary of said section; thence along the northern boundary of said Section to the middle branch of the Nimishillen Creek; thence down said creek to the southwest corner of Henry Waltman's land; thence along the line between said Section # 13 and # 14, south 11 chains to a stone; thence north 83° west to the place of beginning, containing 165 acres of land.



NOTE: There are three (3) excepted tracts in this deed, one of  $8\frac{1}{3}$  acres recorded in Vol. 51, page 342, one in Vol. 64, page 7 containing 1 acre, and one in Vol. 78, page 448 containing  $\frac{1}{2}$  acre. The lacre tract and the  $\frac{1}{2}$  acre tract is no part of the premises hereby abstracted. For a description of the  $8\frac{1}{3}$  acres, which is included in the premises hereby abstracted, see Section No.

No. 9

Henry Warstler's Estate  
Adm. Doc. "D", page 438

1862 July 28 Eli Smith and Jacob Roush  
qualified as Administrators  
1862 Oct. 16 Inventory filed  
1864 Mar. 3 Final Account filed

NOTE: Except as shown in a partition proceedings noted in the following section, there appears to be no record of the heirs at law of Henry Warstler.

No. 10

John Warshler  
Henry Warshler  
John Brown, Jr. and  
Elizabeth Brown  
Husband and wife  
John Roush and  
Mary Roush  
Husband and wife  
Adam Zenta and  
Lydia Zentz  
Husband and wife

1862 Dec. 8 Petition filed  
1862 Dec. 8 Summons issued  
1862 Dec. 19 Summons returned served on  
all the defendants  
1863 Feb. 24 Answer of Mary Warshler filed  
1863 Feb. 24 Louis Schafer, guardian ad  
litem  
1863 Feb. 24 Answer of Guardian ad litem  
filed  
1863 Feb. 24 Partition ordered  
1863 Feb. 24 Writ issued  
1863 Mar. 1 Writ returned; property  
appraised at \$6600.00  
1863 Mar. 1 John Brown and John Roush  
elect to take premises at  
the appraised value  
1863 Mar. 1 Election confirmed and deed  
ordered

-vs-

Mary Warshler, widow  
Jacob Roush and  
Rachel Roush  
Husband and wife  
Hugh Bowers and  
Susanna Bowers  
Husband and wife  
Eli Warshler  
Emanuel Warshler  
Jacob Warshler  
Manias Warshler  
Henry Moonshour and  
Eliza Ann Moonshour  
Husband and wife  
Westley Grimes and  
Caroline Grimes  
Husband and wife, and  
Daniel Warshler  
Guardian

Petition alleges that Henry Warstler died seized of that part of Section # 14, Township # 11, Range # 8, described at Section # 11 below; that the defendant, Mary Warstler, is the widow of Henry Warstler and is entitled to dower in said premises; that plaintiffs and defendants are tenants in common of said premises.

The defendant, Manias Warshler, being a minor, a guardian ad litem was appointed.

Defendants were personally served with summons and the widow filed answer electing to accept the value of her dower in money.

The Court found the allegations of the petition to be true and ordered the premises partitioned. Commissioners appointed reported that premises could not be divided without injury and appraised the same at \$8600.00, free of dower. John Brown and John Roush, defendants, elected to take said premises at the appraised value, which election was approved by the Court and deed ordered.

No. 11

Daniel Saylor, Sheriff  
of Stark County, Ohio

Sheriff's Deed  
Dated & Ack'd. Apr. 11, 1863  
Rec. for Rec. June 13, 1863  
Vol. 81, page 271

to

John Brown, Jr. and  
John Roush

Deed recites proceedings noted at preceding Section and conveys the following premises except the three tracts conveyed by Henry Warstler in his lifetime as noted at Section No. 8 above and described as follows: Beginning for the same at the south west corner of the northeast quarter of Section # 14, Township # 11, Range # 8; thence east with the south line of said quarter to the middle branch of the Nimishillen Creek; thence northerly with the meanderings of said creek to the north line of the northwest quarter of Section # 13 in said township and range; thence west to the north line of said two quarters to the Randolph Road; thence southwesterly with said road until it strikes the west line of said north east quarter of said Section # 14; thence south with said west line to the south west corner of said quarter and it being the place of beginning.



John Brown, Jr. and  
Elizabeth Brown  
Husband and wife, and  
Mary Roush and John Roush  
Wife and husband

Warranty Deed  
Dated & Ack'd. Apr. 1, 1863  
Rec. for Rec. June 6, 1863  
Vol. 81, page 230

to

William A. Spangler

Conveys the premises described at section No. 11 with the exceptions therein noted.

William A. Spangler and  
Elizabeth Spangler  
Husband and wife

Warranty Deed  
Dated & Ack'd. Mar. 13, 1883  
Rec. for Rec. June 19, 1884  
Vol. 205, page 378

to

Joseph Spangler

Beginning for the same at the south west corner of the northeast quarter of Section # 14, Township # 11, Range # 8; thence east with the south line of said quarter to the middle branch of the Nimishillen Creek; thence northerly with the meanderings of said creek to the north line of the northwest quarter of Section # 13 in said township and range; thence west to the north line of said quarters to the Randolph Road; thence south westerly with said road until it strikes the west line of said north east quarter of said Section # 14; thence south with said west line to the south west corner of said quarter and it being the place of beginning, excepting  $6\frac{1}{2}$  acres, as shown in Section No. 14 of this abstract. Also excepting one acre heretofore sold by said Henry Warstler, deceased, to Jacob Roush and John Warstler, described as follows, to wit: beginning 10 rods east of the northwest corner of the North-east Quarter of said Section # 14 on the section line; thence east with the section line 20 rods; thence south 8 rods; thence west 20 rods to the Randolph Road; thence north along said road 8 rods to place of beginning, containing one acre (Deed Record 64, page 7), and also excepting  $\frac{1}{2}$  acre heretofore sold and conveyed by said Henry Warstler, deceased, to John Warstler and John Walters, described as follows: beginning in the centre of the Randolph Road 8 rods south of the north line of said Section # 14; thence south along the centre of said road 4 rods; thence east 20 rods; thence north 4 rods; thence west 20 rods to the place of beginning, containing  $\frac{1}{2}$  acre of ground.

No. 14

Henry Wershler and  
Mary Magdalene Wershler  
Husband and wife

Warranty Deed  
Dated & Ack'd. June 18, 1852  
Rec. for Rec. Aug. 17, 1852  
Vol. 51, page 342

to

John Washtler

Part of the Northwest Quarter of Section # 13 and part of the Northeast Quarter of Section # 14 in the Township # 11 in Range # 8 and bounded as follows: Commencing on the section line on the north line of said section in the centre Nimishillen Creek (middle branch), being East of the section corner; thence west 74 perches along the section line to a post; thence South so far as to include  $8\frac{1}{2}$  acres to a line east of the centre of the creek and east of north along the centre of the creek to the place of beginning.

No. 15

John Warstler and  
Caroline Warstler  
His wife

Warranty Deed  
Dated & Ack'd. Jan. 14, 1862  
Rec. for Rec. Feb. 13, 1862  
Vol. 78, page 100

to

Jacob Roush

The  $8\frac{1}{2}$  acre tract described in section No. 14 of this abstract.

No. 16

Jacob Roush and  
Rachel Roush  
Husband and wife

Warranty Deed  
Dated & Ack'd. Sept. 5, 1868  
Rec. for Rec. Aug. 27, 1869  
Vol. 106, page 393

to

Elias Warstler

Same description as in the preceding section of this abstract.



Elias Warstler and  
Catharine Warstler  
Husband and wife

Warranty Deed  
Dated & Ack'd. June 7, 1873  
Rec. for Rec. June 7, 1873  
Vol. 126, page 60

to

Joseph Spangler

Same description as in section No. 14 of this abstract.

## No. 18

## Civil Action, Equity

Joseph Spangler	1884	Aug. 4	Petition and Praecipe filed
-vs-	1884	Aug. 6	Summons issued
Henry Moonshower	1884	Aug. 8	Summons returned endorsed
Eliza Moonshower	1884	Aug. 6	At 10 o'clock A. M., I received
Wesley Grimes			this summons and served the within named
Caroline Grimes			Mary Roush, Edwin Roush, Charles Roush,
Jacob Roush			Emma Giley, John Giley, Eli Warstler,
Rachael Roush			William Spangler and Elizabeth Spangler
Eli Warshler			personally by delivering them an
Rebecca Warshler			attested copy hereof, the within named
Alva Warshler, age 12 yrs.			John Roush not found in my county.
Clara Ann Warshler, age 6 yrs.			James Lee, Sheriff
Curtis Warshler, age 10 yrs.	1884	Aug. 13	Summons returned endorsed
Sylvanna I. Warshler, age 4 yrs.	1884	Aug. 6	At 10 o'clock A. M. I
Pardee Warshler, age 2 yrs.			received this summons and served the
John Warshler			within named Henry Moonshower, Eliza
Lydia Fentz			Moonshower, Wesley Grimes, Caroline
Adam Fentz			Grimes, Jacob Roush and Rachael Roush
Susanah Bowers			personally by delivering them an
Emanuel Warshler			attested copy hereof. James Lee, Sheriff
Henry Warshler	1884	Aug. 15	Affidavit to obtain publication
Sophia Warshler			filed
Emeline Snellbaker and	1884	Sept. 13	Published notice sent postage
John Snellbaker			prepaid to Henry Warshler of St. John,
Her husband			Mich. and Elizabeth Brown, Mary F.
Catharine Warshler			Brown, Sylvester Brown, Wilson Brown,
Alfred Warshler			and Oscar Brown of St. Joseph, Mo.
Eva Warshler Treash and	1884	Sept. 25	Affidavit of publication filed
her husband	1884	Sept. 30	J. J. Clark appointed guardian
Mary Warshler, and			ad litem for minor defendants
her husband	1884	Oct. 1	Answer of Guardian ad litem
and The Unknown Heirs of			filed
Henry Warshler, deceased	1884	Oct. 18	Continued
Wm. A. Spangler and Elizabeth	1884	Dec. 4	Decree for Plaintiff quieting
Spangler, his wife			title; plaintiff to pay costs
Elizabeth Brown			
Mary Isabell Brown			

Sylvester Brown  
Wilson Brown and  
Oscar Brown, age 8 yrs.  
Mary Roush, widow of  
John Roush, and  
Edwin Roush  
Charles Roush  
Eliza Hisey and Sylvanna  
Hisey, Emma Giley and  
John Giley, her husband

App. Doc. 56, page 3255

Petition recites that Henry Warshler died seized of the property described in the heading of this abstract, and that the parties named defendant therein claim some interest in said property. Joseph Spangler, plaintiff, asks that the property be quieted in his name.

Journal Entry on the same finds that the allegations of the petition are true; that plaintiff is entitled to relief prayed for; that the description of the real estate set forth in the petition is correct; and that the defendants herein are forever enjoined from setting up any claim or title to said premises or any part thereof adverse to the title and possession of said Joseph Spangler, his heirs or assigns thereto.

No. 19

Joseph Spangler, Plaintiff  
-vs-  
Jacob Moonshower, et al  
Defendants

Certified copy of Journal Entry  
Certified Dec. 5, 1884  
RHo. for Rec. Dec. 9, 1884  
Vol. 209, page 170

The record, as shown in the Recorder's Office of Stark County, Ohio, recites that a certified copy of the Journal Entry, as shown in section No. 18 of this abstract, was left for record December 5, 1884 and recorded December 9, 1884.

No. 20

Joseph Spangler and  
Barbara Spangler  
Husband and wife

Warranty Deed  
Dated & Ack'd. Mar. 17, 1900  
Rec. for Rec. Mar. 30, 1900  
Vol. 377, page 98

to

William Melvin Spangler and  
Anna Spangler

Being the  $8\frac{1}{2}$  acre tract in Section # 14 of this abstract and the 29.61 acre tract, described as follows:



Conveys the following described premises situated in the township of Plain, County of Stark and State of Ohio, and known as part of the Northeast quarter of section 14 and part of the Northwest quarter of Section 13, Township 11, Range 8, described as follows: Commencing for the same at a stone the Northwest corner of the Northeast quarter of Section 14; thence South  $84^{\circ}10'$  East along the section line 7.47 chains to a stone and the place proper of beginning; thence South  $84^{\circ}10'$  East along the section line 40.46 chains to the center of the Nimishillen Creek; thence in the center of said Nimishillen Creek South  $11^{\circ}20'$  West 6.00 chains; thence in the center of said Nimishillen Creek South  $72\frac{1}{2}^{\circ}$  West 2.43 chains; thence in the center of said Nimishillen Creek South  $27\frac{1}{2}^{\circ}$  East 2.65 chains; thence in the center of said Nimishillen Creek South  $34^{\circ}$  West 8.55 chains; thence in the center of said Nimishillen Creek North  $27\frac{1}{2}^{\circ}$  West 6.00 chains; thence in the center of said Nimishillen Creek South  $64\frac{1}{2}^{\circ}$  West 4.89 chains; thence West  $86\frac{3}{4}^{\circ}$  West 12.50 chains to a stone; thence North  $5^{\circ}87'$  East 11.67 chains to an iron pin; thence North  $84^{\circ}10'$  West 14.89 $\frac{1}{2}$  chains to a post; thence North  $2\frac{3}{4}^{\circ}$  East 3.00 chains to the place of beginning containing thirty-eight and eleven hundredths acres (38.11), there being  $8\frac{1}{2}$  acres of the above described tract in Section 13 and 29.61 acres in Section 14.

No. 21

Joseph Spangler and  
Barbara Spangler  
Husband and wife

Warranty Deed  
Dated & Ack'd. Apr. 1, 1903  
Rec. for Rec. March 31, 1903  
Vol. 411, page 517

to

William M. Spangler and  
Anna J. Spangler

Conveys premises described as follows: Situated in the Township of Plain, County of Stark, and State of Ohio, and known as and being a part of the N. E.  $\frac{1}{4}$  Section 14, Township 11, Range 8, described as follows, to wit: Beginning at the Northwest corner of said  $\frac{1}{4}$  Section; thence east on the Section line 2.49 chains to a stone; thence south  $3^{\circ}$  West 3.00 chains to a stone and the place of beginning for the tract hereby conveyed; thence South  $85^{\circ}30'$  East and parallel to the Section line 20.10 chains to a post; thence South  $5^{\circ}87'$  West 11.67 chains to a stone; thence North  $85\frac{1}{2}^{\circ}$  West 21.85 chains to the center of the Middlebranch & Canton Road; thence North  $15^{\circ}$  East along the middle of said road 11.44 chains to the place of beginning and containing  $23\frac{7}{10}$  Acres, be the same more or less, but subject to all legal highways.

William M. Spangler and  
Anna J. Spangler  
Husband and wife

## Warranty Deed

Dated & Ack'd. Apr. 1, 1910  
Rec. for Rec. Apr. 1, 1910  
Vol. 511, page 119

to

Frank A. Goldsmith

Conveys the following described premises situated in the township of Plain, County of Stark and State of Ohio, and known as part of the Northeast quarter of Section 14 and part of the Northwest quarter of Section 13, Township 11, Range 8, described as follows: Commencing for the same at a stone the Northwest corner of the Northeast quarter of Section 14; thence South  $84^{\circ} 10'$  East along the section line 7.47 chains to a stone and the place proper of beginning; thence South  $84^{\circ} 10'$  East along the section line 40.46 chains to the center of the Nimishillen Creek; thence in the center of said Nimishillen Creek South  $11^{\circ} 20'$  West 6.00 chains; thence in the center of said Nimishillen Creek South  $72\frac{1}{2}^{\circ}$  West 2.43 chains; thence in the center of said Nimishillen Creek South  $27\frac{1}{2}^{\circ}$  East 2.65 chains; thence in the center of said Nimishillen Creek South  $34^{\circ}$  West 8.55 chains; thence in the center of said Nimishillen Creek North  $27\frac{1}{2}^{\circ}$  West 6.00 chains; thence in the center of said Nimishillen Creek South  $64\frac{1}{2}^{\circ}$  West 4.89 chains; thence West  $86\frac{3}{4}^{\circ}$  West 12.50 chains to a stone; thence North  $5^{\circ} 87'$  East 11.67 chains to an iron pin; thence North  $84^{\circ} 10'$  West 14.89 $\frac{1}{2}$  chains to a post; thence North  $2\frac{3}{4}^{\circ}$  East 3.00 chains to the place of beginning containing thirty-eight and eleven hundredths acres (38.11), there being  $8\frac{1}{2}$  acres of the above described tract in Section 13 and 29.61 acres in Section 14.

Also conveys the following: Situated in the Township of Plain, County of Stark, and State of Ohio, and known as and being a part of the N. E.  $\frac{1}{4}$  Section 14, Township 11, Range 8, described as follows, to wit: Beginning at the Northwest corner of said  $\frac{1}{4}$  Section; thence east on the Section line 2.49 chains to a stone; thence south  $3^{\circ}$  West 3.00 chains to a stone and the place of beginning for the tract hereby conveyed; thence South  $85^{\circ} 30'$  East and parallel to the Section line 20.20 chains to a post; thence South  $5^{\circ} 87'$  West 11.67 chains to a stone; thence North  $85\frac{1}{2}^{\circ}$  West 21.85 chains to the center of the Middlebranch & Canton Road; thence North  $15^{\circ}$  East along the middle of said road 11.44 chains to the place of beginning and containing 23  $\frac{7}{10}$  Acres, be the same more or less, but subject to all legal highways.



Robert J. Spangler  
 Frank A. Goldsmith and  
 B. T. & J. C. Steiner Company

-vs-

Hiram Spangler  
 Florence N. Ray  
 Emma J. Spangler  
 Charles Spangler and  
 the unknown heirs at  
 law, legatees, devisees  
 and assigns of  
 Elizabeth Spangler, dec'd

		Action to Quiet Title
1925 Apr. 2	Petition filed	
1925 Apr. 2	Affidavit filed	
1925 Apr. 2	Publication ordered	
1925 Apr. 6	Waiver filed	
1925 May 14	Affidavit of publica tion filed and approved	
1925 May 26	Decree	

App. Doc. 124, page 43782

Plaintiff, Frank A. Goldsmith, is the owner in fee simple of certain lands in the Northeast Quarter of Section # 14, Township # 11, Range # 8 and a part of the Northwest Quarter of Section # 13, Township # 11, Range # 8, being the same property as described in the preceding section, No. 22.

Plaintiff further says that on March 13, 1883, Joseph Spangler, the then owner of said premises, executed to Elizabeth Spangler a certain mortgage deed securing \$12,666.64 and that said deed was recorded in Vol. 192, page 460 of the Stark County Mortgage Records.

Plaintiff further says that said mortgage was in fact entirely paid, but that said mortgage is only partially cancelled, and that by reason thereof constitutes a cloud on the title of this plaintiff. Plaintiff asks for such relief as may be equitable and proper.

The residence of said defendants, the unknown heirs, legatees, etc. of Elizabeth Spangler, being unknown, said parties were ordered served by publication. Notice was mailed to Hirma Spangler at Three Rivers, Michigan, as provided by law. All the other defendants waived the issuance and service of summons. Publication was had in the Evening Repository as required by law.

This cause came on to be heard and the court found that each and all of said defendants were in default for answer or demurrer and it was therefore ordered and decreed that the title of the plaintiff, Frank A. Goldsmith, be quieted and that said mortgage be cancelled.

NOTE: The description of premises as described in the journal entry quieting title, is as follows:

Being part of N. E. Q. Sec. # 14 and part of N. W. Q. Sec. # 13, T. # 11, R. # 8; Beginning at a stone on the Northwest corner of the Northeast quarter of Section # 14, thence South, 84 degrees 10' East along the Section line 7.47 chains to a stone and the place proper of beginning; thence South 84 degrees 10' East and along the Section line 40.46 chains, to the center of the Nimishillen Creek; thence in the center of said Nimishillen Creek, South 11 degrees 20' West 6 chains; thence in the center of said Nimishillen Creek, south 72 $\frac{1}{2}$  degrees West 2.43 chains; thence in the center of said Nimishillen Creek South 27 $\frac{1}{2}$  degrees East 2.65 chains; thence in the center of said Nimishillen Creek S. 34 degrees west 8.55 chains; thence in the center of said Nimishillen Creek North 27 $\frac{1}{2}$  degrees west 6 chains; thence in the center of said Nimishillen Creek south 64 $\frac{1}{2}$  degrees west 4.89 chains; thence North 85 $\frac{1}{2}$  degrees west 34.35 chains to a post in the center of the Canton and Middlebraugh Road; thence North 15 degrees East along the center of said road 11.44 chains to a post; thence South 85 degrees and 30' East and parallel to the Section line 5.20 chains to a post; thence North 2  $\frac{3}{4}$  degrees East 3 chains to the place of beginning there being 8 $\frac{1}{2}$  acres of the above described tract in Section # 13 and 53.31 acres in the Northeast quarter of Section # 14, aforesaid, to the same more or less but subject to all legal highways.

No. 24

Frank A. Goldsmith's Estate

State of Ohio  
Stark County  
Probate Court  
Adm. Dec. 30, page 174  
# 30060

1937	Aug. 25	Application to probate will filed; notice issued
1937	Aug. 27	Notice returned served
1937	Aug. 25	Waiver filed
1937	Aug. 28	Hearing had; will admitted to probate and record
1937	Aug. 28	Application for letters filed; Carl Goldsmith of R. D. # 3, Canton, Ohio, Executor
1937	Aug. 28	Bond of \$32,000 with London & Lancashire Indemnity Co. as surety
1937	Aug. 28	Bond filed and approved
1937	Aug. 28	Letters issued
1937	Oct. 21	Inventory, appraisement and waiver filed; hearing set and notice by publication ordered; proof of publication approved; hearing had
1937	Oct. 26	Proof of publication filed
1937	Oct 26	Inventory and appraisement allowed and confirmed
1937	Dec. 30	Petition for sale of personal property filed
1938	July 20	Sale bill filed
1939	Jan. 12	Certificate to Probate Court on filing petition to contest will filed; hearing had; all papers ordered transmitted to Court of Common Pleas



1939 May 3 Application for authority to pay counsel fee  
 filed; hearing had; authority granted  
 Petition for instructions

1939 May 4 Certified copy of Journal Entry from Common  
 Pleas Court finding will valid

1939 June 6 Petition for sale of personal property  
 filed; hearing had; sale ordered

1939 June 6 Petition for distribution in kind filed  
 6/6/39; hearing had; distribution ordered

1939 June 15 Petition to determine inheritance tax filed

1939 June 16 Hearing had; estate found as follows;  
 Gross, \$32,732.54; personal, \$22,532.54;  
 real, \$10,200.00; debts, \$7,261.93; net  
 \$25,470.61 Waiver and notices ordered

1939 June 20 Waiver of Dept. of Taxation filed; recorded  
 in Inh. Tax. Rec. Vol. 7, page 285, fees,  
 \$5.00

1939 June 26 Waiver of next of kin filed

1939 June 26 Motion for order to reduce interest filed

1939 June 26 Hearing had; interest ordered reduced to 6%

1939 June 29 Ask. of receipt for \$1405.53 from auditor  
 of state filed

1939 July 1 Certified

1939 Dec. 5 First and final account filed  
 Admin. Dec. 30, page 174 & 612

No. 25

Application to probate will states that said testator died on this  
 21st day of August, 1937, leaving no widow and the following persons all of  
 his next of kin;

Homer Goldsmith  
 William Goldsmith  
 May Correll

Marie Himes  
 Carl Goldsmith  
 Harry Goldsmith

Waiver of Notice filed by Carl Goldsmith. Application signed "Carl  
 Goldsmith."

Frank A. Goldsmith's Will  
Will Rec. 75, page 321

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

Item II. I give, bequeath and devise to my nephew, William Goldsmith, the sum of Twenty-five dollars, \$25.00; and to Homer Goldsmith, my nephew, the sum of five dollars, (\$5.00).

Item III. I give, bequeath to my two nieces, Marie Himes and May Correll, each the sum of Fifty dollars, \$50.00.

Item IV. I hereby give, bequeath and devise to the Trinity Lutheran Warstler Church on the Middlebranch Road, the sum of Three hundred dollars (\$300.00).

Item V. All the rest, residue and remainder of my property which I may own or have the right to dispose of at the time of my decease and wheresoever situate, I give, devise and bequeath as follows, to wit: One-fourth to Harry Goldsmith; one fourth to Vesta Blazer and the remainder to wit: one-half to my nephew, Carl Goldsmith, to be theirs absolutely and in fee simple.

Item VI. I request that my housekeeper who has worked for me for almost seven years, be permitted to remain in and occupy my house and farm until my estate is settled. Certain items of furniture, a list of which is attached hereto, belong to my housekeeper and should not be considered a part of or administered as property, belonging to my estate.

Item VII. I hereby nominate and appoint Carl Goldsmith to be the Executor of this my Last Will and Testament hereby authorizing and empowering my said executor to compound, compromise and adjust all claims and demands in favor of or against my estate, and to sell at public or private sale any part or all of my real or personal property at such prices and upon such terms of credit or otherwise as he may deem best, hereby authorizing said executor to execute proper deeds of conveyance to the purchaser or purchasers.

In witness whereof, I have hereunto set my hand and seal this 17th day of August, A. D. 1937.

F. A. Goldsmith"



State of Ohio  
 Stark County  
 Probate Court  
 Civ. Dec. "X", page 488

Carl Goldsmith, Executor of the Last Will and Testament of Frank A. Goldsmith, dec'd	1938 Mar. 19	Petition for Instructions filed
	1938 Mar. 19	Summons issued to Sheriff of Stark County, Ohio
	1938 Mar. 19	Hearing set for 3/21/38; notice ordered
Plaintiff	1938 Mar. 23	Summons returned served on Homer Goldsmith and William Goldsmith
-vs-	1938 May 23	Hearing had; will construed

Homer Goldsmith  
 Louisville, Ohio  
 William Goldsmith  
 Louisville, Ohio  
 May Correll  
 830 Shorb Ave. N. W.  
 Canton, Ohio

Marie Himes  
 Carl Goldsmith (individually)  
 Harry Goldsmith  
 Vesta Blaser  
 Warstler Church

Defendants

Waiver of Summons

Harry Goldsmith  
 Mae L. Correll  
 Marie E. Himes  
 Vesta Blaser

Carl Goldsmith  
 Warstler Church,  
 L. W. Dumwoody, Trustee

Petition for Instructions recites that on or about the 24th day of January, 1938, Homer Goldsmith, one of the defendants therein, together with several other defendants, filed his action in the Common Pleas Court of Stark County, Ohio contesting the will of said Frank A. Goldsmith, deceased, and prayed that said will be set aside; that in all probabilities, said action to contest the will of said decedent would not be heard by the Court of Common Pleas for some time; that a large portion of the estate of said decedent consisted of real estate and farm lands which had always been kept in a high state of cultivation by the deceased prior to his death; and that said farm lands would greatly deteriorate in value in the event that the same were not tilled and cultivated during the coming year. Prays for judgment and direction of the court in proceeding with the management and care of the real estate in question and as to plaintiff's duties in the premises.

Journal Entry ordered said cause to be heard on March 31, 1938 and that due and legal notice of the filing, pendency, and prayer of said petition be given as provided by law to all interested parties, excepting those who shall enter their appearance, and said cause was continued.

After due consideration, the court finds and adjudges the true intention and construction of said will to be as follows:

That Vesta Blaser is entitled to occupy the house and farm of said testator, as set forth in Item 6 of said will, until the estate is settled, and that she is entitled to the use and income of said premises for said period of time under said item of said will. Said Vesta Blaser to give bond in the amount of \$300 to cover the income received by Vesta Blaser due to the contingency which might arise in case said will should be set aside.

No. 28

State of Ohio  
Stark County  
Court of Common Pleas  
App. Doc. 180, # 77&72

Homer Goldsmith	1938 Jan. 25	Petition and praecipe filed
William Goldsmith	1938 Jan. 25	Summons issued
Mrs. Harold Correll	1938 Jan. 31	Summons returned
Mrs. Lloyd Himes		Received this writ Jan. 26, 1938 at 10:00 o'clock A. M., and pursuant to its command I notified the within named defendant, Carl Goldsmith, as executor of the last will and testament of Frank A. Goldsmith, by delivering to him personally a true and certified copy of this writ with all endorsements thereon. Jan. 28, 1938 I notified the within named defendant, Harry Goldsmith, by leaving for him at his usual place of residence a true and certified copy of this writ with all endorsements thereon. Jan. 28, 1938 I notified the within named defendant, Warstler Church, by delivering personally to Mr. Leonard Dunwoody, Trustee of Warstler Church, a true and certified copy of this writ with all endorsements thereon. (Trustee served at the request of plaintiff's attorney.)

Carl Goldsmith  
Vesta Blaser  
Harry Goldsmith  
Warstler Church  
Carl Goldsmith, as  
Executor of the Last  
Will & Testament of  
Frank A. Goldsmith, dec'd

Plaintiff: Township Historical Society

Defendant: Jos. T. Nist, Sheriff



1939	Jan. 12	Certificate issued to Probate Court
1939	Feb. 24	Motion for new trial filed
1939	Apr. 19	Order to make up issue to a jury
1939	Apr. 20	Trial to jury; verdict for defendants
1939	Apr. 22	Motion for new trial filed
1939	May 5	Motion for new trial overruled
1939	May 3	Judgment on verdict
1943	Apr. 15	Execution for cost issued Court Costs Due - \$44.66

Petition to contest will recites that on the 21st day of August, 1937, one Frank A. Goldsmith died possessed of an estate and thereafter on the 28th day of September, 1937, a certain paper writing purporting to be the last will and testament of Frank A. Goldsmith, deceased, bearing date of the 17th day of August, 1937, was admitted to probate by the Probate Court of Stark County, Ohio. Said petition lists plaintiff and defendants, except Miss Vesta Blazer and Warstler Church, as heirs at law of Frank A. Goldsmith, deceased, and recites further that said paper writing is not the last will and testament of said Frank A. Goldsmith, deceased. Jury found in favor of defendants and the paper writing is the valid last will and testament of Frank A. Goldsmith, deceased.

No. 99

State of Ohio  
Stark County  
Probate Court  
Civ. Doc. "Y", page 258

The Timken Roller Bearing Co.	1939	June 12	Petition for declaratory judgment filed
-vs-	1939	June 26	Waiver of Carl Goldsmith, Carl Goldsmith, Executor Estate of Frank A. Goldsmith, deceased, Vesta Blazer, and Harry Goldsmith filed
Harry Goldsmith Vesta Blazer Carl Goldsmith, as Executor of the Last Will & Testament of Frank A. Goldsmith Carl Goldsmith, as an individual	1939	Aug. 5	Answer of Vesta Blazer Costs Paid

Petition for declaratory judgment states that the Timken Roller Bearing Company has in its possession One Hundred Dollars (\$100.00), which \$100.00 is for the rental of one gas well located upon the above described premises, and that it, willing and able to and tenders to the court the sum of \$100.00 and requests the court for a declaratory judgment directing to whom such rental payment should be made.



Answer of Vesta Blazer states that the Probate Court of Stark County, Ohio, in a petition to construe the will of Frank A. Goldsmith, made a finding that the defendant, Vesta Blazer, was entitled to the possession, rents, profits, and proceeds of the said real estate of the said Frank A. Goldsmith, until the settlement of the estate of said Frank A. Goldsmith, under which ruling of the court, the rentals paid by the plaintiff in this cause of action were determined to be the property of this answering defendant, Vesta Blazer, and by said journal entry and finding of the Probate Court of Stark County, Ohio, the questions of the plaintiff in this particular cause of action were fully passed upon and determined.

No. 30

Carl Goldsmith,  
Executor of Last Will  
and Testament of  
Frank A. Goldsmith,  
deceased,

Executor's Deed  
Dated & Ack'd. Nov. 2, 1939  
Rec. Nov. 2, 1929  
Vol. 1257, page 367

to

David M. Smetts

Conveys part of the northeast quarter of Section # 14, and part of the northwest quarter of Section # 13, Township # 11, Range # 8, beginning at a stone on the northwest corner of the northeast quarter of Section # 14, thence south 84 degrees 10' east along the sectionline 7.47 chains to a stone and the place proper of beginning; thence south 84 degrees 10' east along the section line 40.46 chains to the center of the Nimishillen Creek; thence in the center of said Nimishillen Creek south 11 degrees 20' west 6 chains; thence in the center of said Nimishillen Creek south 72 1/2 degrees west 2.43 chains; thence in the center of said Nimishillen Creek south 27 1/2 degrees east 2.65 chains; thence in the center of said Nimishillen Creek south 34 degrees west 8.55 chains; thence in the center of said Nimishillen Creek north 27 1/2 degrees west 6 chains; thence in the center of said Nimishillen Creek south 64 1/2 degrees west 4.89 chains; thence north 85 1/2 degrees west 34.35 chains to a post in the center of the Canton-Middlebranch Road; thence north 15 degrees east along the center of said road 11.44 chains to a post; thence south 85 degrees 30' east and parallel to the section line 5.20 chains to a post; thence North 2 3/4 degrees east 3 chains to the place of beginning, there being 8 1/2 acres of the above described tract in Section # 13 and 53.31 acres in the northeast quarter of Section # 14 aforesaid.

This conveyance is made subject to an oil and gas lease executed by Frank A. Goldsmith, deceased to H. P. Muhlbach on Aug. 27, 1929 and recorded in Vol. 41 page 243 of the Lease Records and which lease is now owned and held by The Timken Roller Bearing Co.

Deed recites the authority given the Executor under the Will of Frank A. Goldsmith.



David M. Smetts  
Emma L. Smetts  
Husband and wife,

Warranty Deed  
Signed & Ack'd. February 15, 1943  
Rec. for Rec. February 15, 1943  
Vol. 1387, page 593

to

Charles R. Carr  
Elizabeth C. Carr

Conveys premises described in preceding Section No. 30, of this Abstract.

Charles R. Carr  
Elizabeth C. Carr,  
Husband and wife,

Warranty Deed  
Signed & Ack'd. Dec. 31, 1946  
Rec. for Rec. Jan. 3, 1946  
Vol. 1526, page 451

to

Giles H. Wagner  
Mildred Wagner

Conveys premises described in preceding Section No. 30, of this Abstract.

LIENS

Henry Warstler and  
Polly Warstler

Mortgage \$3056.00  
Signed & Ack'd. Apr. 17, 1837  
Rec. for Rec. Apr. 17, 1837  
Vol. "Q", page 523  
Cancelled.

to

Jehu Grubb and  
Adam Essig

William A. Spangler

to

Mary Warshler, Jacob Warshler  
John Warshler, Elias Warshler  
Henry Warshler, Manias Warshler  
Emanuel Warshler, Lydia Sents  
Susanna Bowers, Rachel Roush  
Mary Roush, Elizabeth Brown  
Caroline Grimes and  
Eliza Ann Moonshower

Mortgage \$2000.00  
Signed & Ack'd. Apr. 1, 1863  
Rec. for Rec. Apr. 4, 1863  
Vol. 80, page 338  
Cancelled.

NOTE: Cancelled by order of the Common Pleas Court, case of Spangler vs. Warshler, et al, # 3255. See sections Nos. 18 and 19 of this abstract for order of cancellation.

Jacob Roush

to

John Warshtler

Mortgage \$550.00  
Signed & Ack'd. Jan. 25, 1862  
Rec. for Rec. Mar. 18, 1862  
Vol. 77, page 495

April 6, 1863. Received full payment for the note secured by this mortgage and hereby authorize the Recorder of Stark County, Ohio to cancel the same on the record.

Samuel Warshelin, Agent  
for John Warstler

Copied from original mortgage April 9, 1863.

Jacob Roush

to

Jonas Druckenbrod

Mortgage \$100.00  
Signed & Ack'd. Apr. 3, 1865  
Rec. for Rec. Apr. 20, 1865  
Vol. 87, page 413

June 16, 1866. Received full satisfaction of this mortgage and hereby cancel the same.



Jacob Roush  
to  
Samuel Ringer

Mortgage \$102.00  
Signed & Ack'd. Apr. 2, 1866  
Rec. For Rec. Apr. 3, 1866  
Vol. 91, page 315  
Cancelled.

No. 38

Elias Warstler  
to  
Jacob Roush

Mortgage \$800.00  
Signed & Ack'd. Sept. 5, 1868  
Rec. For Rec. Dec. 17, 1868  
Vol. 105, page 1

Elias Warstler executed and delivered five several promissory notes payable as follows:

- 1st note for \$200.00 payable Apr. 1, 1869 without interest
- 2nd note for \$200.00 payable Apr. 1, 1870
- 3rd note for \$150.00 payable Apr. 1, 1871
- 4th note for \$150.00 payable Apr. , 1872
- 5th note for \$100.00 payable Apr. 1, 1873

On an  $8\frac{1}{2}$  acre tract located in part of the Northwest Quarter of Section # 13 and part of the Northeast Quarter of Section # 14, Township # 11, Range # 8.

No. 39.

Joseph Spangler and  
Barbara Ann Spangler  
Husband and wife

to  
Elizabeth Spangler

Mortgage \$12,666.64  
Signed & Ack'd. Mar. 13, 1883  
Rec. for Rec. Apr. 2, 1883  
Vol. 192, page 460  
Cancelled by order of Common  
Pleas Court  
See Section No. 23 preceding

No. 40

Joseph Spangler and  
Barbara A. Spangler

to

John H. Correll

Mortgage \$1000.00  
Signed & Ack'd. Apr. 2, 1883  
Rec. for Rec. Apr. 9, 1883  
Vol. 192, page 553  
Cancelled.

No. 41

Joseph Spangler and  
Barbara A. Spangler

to

Henry Kloss

Mortgage \$1500.00  
Signed & Ack'd. March 31, 1883  
Rec. for Rec. Mar. 31, 1883  
Vol. 194, page 116  
Cancelled.

No. 42

Joseph Spangler and  
Barbara A. Spangler

to

Jacob Harmon

Mortgage \$1500.00  
Signed & Ack'd. Mar. 29, 1884  
Rec. for Rec. Apr. 1, 1884  
Vol. 208, page 68  
Cancelled.

No. 43

Joseph Spangler and  
Barbara A. Spangler

to

Samuel C. Sheets

Mortgage \$1500.00  
Signed & Ack'd. Mar. 23, 1889  
Rec. for Rec. Mar. 30, 1889  
Vol. 250, page 310  
Cancelled.



No. 44

Joseph Spangler and  
Barbara A. Spangler

to

Amos Trump

Mortgage \$2000.00  
Signed & Ack'd. Mar. 23, 1889  
Rec. for Rec. Apr. 1, 1889  
Vol. 250, page 331  
Cancelled.

No. 45

Joseph Spangler and  
Barbara A. Spangler

to

Elizabeth Warstler

Mortgage \$1000.00  
Signed & Ack'd. Mar. 17, 1890  
Rec. for Rec. Apr. 1, 1890  
Vol. 264, page 89  
Cancelled.

No. 46

Joseph Spangler and  
Barbara A. Spangler

to

Malinda Snyder

Mortgage \$6500.00  
Signed & Ack'd. Apr. 2, 1894  
Rec. for Rec. Apr. 3, 1894  
Vol. 310, page 98  
Cancelled.

No. 47

Joseph Spangler and  
Barbara A. Spangler

to

Henry Sehm

Mortgage \$1000.00  
Signed & Ack'd. Apr. 2, 1894  
Rec. for Rec. Apr. 3, 1894  
Vol. 310, page 105  
Cancelled.

Joseph Spangler and  
Barbara A. Spangler

to

Aaron Snyder

Mortgage \$5500.00  
Signed & Ack'd. Apr. 2, 1900  
Rec. for Rec. Mar. 31, 1900  
Vol. 374, page 321

Canceled on the recd  
April 6, 1907  
THE SMITH-TRUMP ABSTRACT CO. Inc.  
Bryce Deane H. Wetzel  
Wage.

No. 49

Wm. M. Spangler and  
Anna Spangler  
Husband and wife

to

Henry Lahm

Mortgage \$2000.00  
Signed & Ack'd. Mar. 31, 1900  
Rec. for Rec. Mar. 31, 1900  
Vol. 374, page 488  
Cancelled.

For valuable consideration, I hereby sell, assign and transfer the  
within mortgage and note given therewith to Aaron Snyder. Dated Jan. 3, 1903.

Henry Lahm

Copied from original mortgage Jan. 3, 1903.

No. 50

William M. Spangler and  
Anna J. Spangler

to

Aaron Snyder

Mortgage \$2000.00  
Signed & Ack'd. Apr. 1, 1903  
Rec. for Rec. Apr. 2, 1903  
Vol. 402, page 174  
Cancelled.

No. 51

William M. Spangler and  
Anna J. Spangler  
Husband and wife

to

Aaron Snyder

Mortgage \$1500.00  
Signed & Ack'd. Apr. 1, 1903  
Rec. for Rec. Apr. 2, 1903  
Vol. 402, page 175  
Cancelled.



No. 52

Wm. M. Spengler and  
Anna J. Spangler

to

Daniel Paulus

Mortgage \$1050.00  
Signed & Ack'd. Aug. 24, 1909  
Rec. for Rec. Aug. 24, 1909  
Vol. 472, page 587  
Cancelled.

No. 53

Charles R. Carr  
Elizabeth C. Carr, his wife

to

David M. Smetts

Mortgage \$7500.00  
Signed & Ack'd. February 15, 1943  
Rec. for Rec. Feb. 15, 1943  
Vol. 1390, page 462  
Cancelled.

No. 54

Charles R. Carr  
Elizabeth C. Carr

to

First Trust and Savings Bank  
Canton, Ohio

Mortgage \$7300.00  
Signed & Ack'd. Sept. 22, 1943  
Rec. for Rec. Sept. 27, 1943  
Vol. 1418, page 296  
Cancelled.

Covers premises and secures a note of \$7300.00 payable \$75.00  
per month with interest at  $4\frac{1}{2}\%$  per annum until paid.

No. 55

Giles H. Wagner  
Mildred Wagner  
Husband and wife

to

The Home Savings and Loan  
Company of Canton, Ohio

Mortgage \$12,500.00  
Signed & Ack'd. Dec. 31, 1945  
Rec. for Rec. Jan. 3, 1946  
Vol. 1508, page 352  
Cancelled.

Conveys premises abstracted together with but subject to the oil  
and gas lease recorded in Vol. 41, page 243 and the gas storage agreement  
recorded in Vol. 1408, page 100.

Giles H. Wagner  
Mildred Wagner  
Husband and wife

Mortgage \$500.00  
Signed & Ack'd. Feb. 25, 1947  
Rec. for Rec. Feb. 26, 1947  
Vol. 1649, page 76  
Cancelled.

to

The Home Savings and Loan  
Company of Canton, Ohio

Conveys premises abstracted, and provides for the payment of mortgage note at rate of \$5.00 per month, with interest thereon at  $4\frac{1}{2}\%$  per annum.

Giles H. Wagner and  
Mildred Wagner, husband and wife

Mortgage \$1000.00  
Signed & Ack'd. Sept. 19, 1949  
Rec. for Rec. Sept. 19, 1949  
Vol. 1860, page 508  
Cancelled.

to

The Home Savings & Loan Co.,  
Canton, Ohio

COVERS: Premises abstracted. Secures note in above amount, payable \$10.00 per month at  $4\frac{1}{2}\%$  per cent interest.

Giles H. Wagner  
Mildred Wagner  
Husband and wife

Mortgage \$9,000.00  
Signed & Ack'd. Mar. 30, 1950  
Rec. for Rec. Apr. 3, 1950  
Vol. 1900, page 521  
Not Cancelled.

to

Midland-Buckeye Federal  
Savings and Loan Assn.

Plain Township Historical Society

*Cancelled  
of 1-29-51  
H. C. ...  
...*



F. A. Goldsmith

to

J. C. Shanks

Gas &amp; Oil Lease

Signed Sept. 11, 1918

Ack'd. Sept. 13, 1918

Rec. for Rec. Dec. 23, 1918

Vol. 19, page 549

Jan. 5, 1919. J. C. Shanks sold and assigned his right to the within lease to The East Ohio Gas Co.

Feb. 24, 1921. Cancelled and annulled. C. W. Sears, Gen'l Mgr. The East Ohio Gas Co.

Frank Goldsmith, single

to

H. P. Muhlbach

Gas &amp; Oil Lease

Signed &amp; Ack'd. Aug. 27, 1929

Rec. for Rec. Sept. 30, 1929

Vol. 41, page 243

Gas and oil lease for a period of twenty years.

Nov. 25, 1929. H. P. Muhlbach sold and assigned his right to the within lease to Brooks J. Johnston.

Apr. 1, 1930. Brooks J. Johnston elected to surrender the within assignment and cancel the same. Assignment Rec. Vol. 2, page 202.

H. P. Muhlbach

to

Brooks J. Johnston

Assignment of Lease of

Frank Goldsmith

Dated Aug. 27, 1929 and

Rec. Lease Rec. 41, page 243

Assignment Rec. 2, page 241

Nov. 25, 1929. H. P. Muhlbach sold and assigned his right to Brooks J. Johnston.

Ne  
1-5-59

Plain Township Historical Society

No. 63

Brooks J. Johnston

to

The Timken Roller Bearing Co.

Assignment of Lease of  
Frank Goldsmith

Dated Aug. 27, 1929 and

Rec. Lease Rec. 41, page 243

Assignment Rec. 2, page 328

Dec. 20, 1929, Brooks J. Johnston sold, assigned, transferred and set over unto The Timken Roller Bearing Co., its successors and assigns, all his right, title and interest in and to the within lease.

No. 64

Carl Goldsmith, Executor  
of the Last Will and  
Testament of Frank A.  
Goldsmith, Deceased

to

David M. Smetts

Assignment of Lease

Dated & Ack'd. Nov. 2, 1939

Rec. for Rec. Nov. 24, 1939

Rec. Lease Rec. 41, page 243

Assignment Rec. 4, page 302

Carl Goldsmith, executor, do hereby grant, bargain and sell and convey to the said David M. Smetts, his heirs and assigns forever all the right, title and interest which the said Frank A. Goldsmith had in said oil and gas lease, as fully and completely as I, the said Carl Goldsmith, as such executor by virtue of said last will and testament and of the statute made and provided for such cases ought or should sell and convey the same.

No. 65

The Timken Roller Bearing Company

to

The East Ohio Gas Company

Assignment of Lease

Dated & Ack'd. Feb. 19, 1943

Rec. for Rec. Feb. 19, 1943

Rec. Lease Rec. 41, page 243

Assignment Rec. 5, page 605

February 19, 1943, the Timken Roller Bearing Company sold, assigned, transferred and set over to the East Ohio Gas Company, its successors and assigns all its rights, title and interest in and to the said lease of Frank Goldsmith, Volume 41, page 243 of the Stark County Lease Records.



No. 66

Charles R. Carr  
Elizabeth C. Carr

to

East Ohio Gas Co.

Supplemental Gas Storage  
Agreement

Dated & Ask'd. March 31, 1943  
Rec. for Rec. May 7, 1943  
Vol. 1408, page 100

Additional right of introducing, injecting, storing and removing gas within the so called Clinton Sound area, for a period of 10 years and so much longer as gas is being produced stored or withdrawn, or held in storage by the lessee.

No. 67

Giles H. Wagner and  
Mildred Wagner, his wife

to

Board of County Commissioners  
of Stark County

Slope Easement for Highway Purpose  
Signed & Ask'd. May 19, 1948  
Rec. for Rec. August 18, 1948  
Vol. 1720, page 366

Grants additional width along the 50 foot highway for slope purposes.

No. 68

No mechanic's liens.

No. 69

No delinquent Personal Tax liens, no Federal Tax liens, no Recognizance Bond liens, or no Unemployment Compensation liens.

No. 70

No Foreign Executions, no Judgments or Pending Suits which would be a lien on the premises in question.

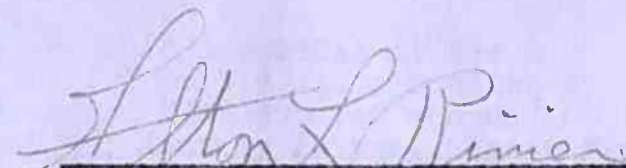
No. 71

TAXES: Paid to and including December, 1948 payment.

No search has been made for street, sewer, or other special assessment.

I hereby certify that the foregoing ABSTRACT OF TITLE consisting of seventy-two (72) 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 indicated by the General Indexes of the several County offices, located at Canton, Stark County, Ohio.

Canton, Ohio  
April 18, 1950  
8:30 A. M.

---

Attorney and Abstractor

Plain Township Historical Society



CONTINUATION to premises described at the heading of the Abstract, since and including April 18th, 1950.

NO. 73

No deeds have been filed for record on said premises since said date

Giles H. Wagner  
Mildred Wagner  
Husband and wife  
to  
Midland-Buckeye Federal Savings & Loan Association, Alliance, Ohio

Cancelled on the records  
NO. 174  
September 6, 1957  
By Joseph Metzger  
Plain Township Historical Society

Mortgage Deed \$ 9500.00  
& Appl'd. Jan. 15, 1951  
Rec'd for Rec. Jan. 22, 1951  
Volume 1963, Page 279 278.  
Not cancelled.

Secured by the premises described at the heading of the Abstract and other premises and a Promissory Note in the amount of Nine Thousand Five Hundred and no/100 Dollars, (\$9,500.00); Interest 5%; Monthly Payment Ninety-Five and no/100 Dollars, (\$95.00).

NO. 75

No living leases or mechanic's liens.

NO. 76

No delinquent Personal Tax liens, Federal Tax liens, Recognizance Bond liens, nor Unemployment Compensation liens.

NO. 77

No Foreign Executions, Judgments nor Pending Suits which would be a lien on the premises in question.

NO. 78

Search made for Lunacy and Imbecility.

RECORDED Payment 1954 - PAID  
June Payment 1955 due in the amount of \$84.53  
50.70 Acres of Land.

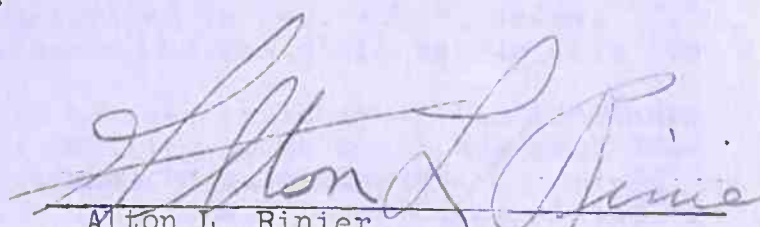
Land Value 5280 Bldg. Value 3390  
Total Value 8670

NO. 80

No search has been made for street, sewer or other special assessments.

\*\*\*\*\*

I hereby certify that the foregoing CONTINUATION was collated by me from the Official Records of Stark County, Ohio, and that I believe the same to be correct and true and shows every instrument of record affecting the title to said premises since and including April 18th, 1950 as shown by the General Indexes found in the several County Offices located at Canton, Stark County, Ohio.

  
Alton L. Rinier,  
Attorney at Law.

Canton, Ohio,  
May 11th, 1955,  
8:30 A. M.



CONTINUATION relating to a part of the Northeast Quarter of Section 14, Township 11 (Plain), Range 8, Stark County, Ohio, described as follows:

Beginning at an iron pin at the northwest corner of said quarter section, said pin being in the center line of the North Canton-Maximo Road; thence eastwardly, along the center line of said Road, a distance of 495.0 feet to the place of beginning of the tract herein conveyed, said point being at the northwest corner of land now owned by the Grantees and described in Deed Volume 1778, Page 111 in the Office of the Stark County Recorder; thence continuing eastwardly along the center line of said North Canton-Maximo Road, and the north line of said quarter section a distance of 100.00 feet; thence southwardly, and parallel with the east line of said Grantee's Tract, a distance of 198.0 feet; thence westwardly, and parallel with the center line of said North Canton-Maximo Road, a distance of 100.0 feet to the southeast corner of Grantee's Tract; thence northwardly along the east line of said Grantee's Tract a distance of 198.0 feet to the place of beginning of the tract herein conveyed, containing 0.455 Acre of land, more or less.

Since and including May 11, 1955, 8:30 o'clock A. M.

No. 82.

Giles H. Wagner  
and Mildred, wife,  
to  
Donald E. Beggs and  
Mildred B. Beggs.

Warranty Deed \$1.00.  
Dated May 11, 1955.  
Rec. for rec. Apr. 22, 1958.  
Vol. 2567, page 182.

Conveys premises described in Sec. No. 81 above.

The following covenants and restrictions run with the

Land:

1. Said premises shall be used exclusively for residence purposes, and said dwelling house shall not cost less than \$7,000.00 exclusive of garage and outbuildings.
2. No part of dwelling house shall be erected, placed or suffered to remain on said premises within 40 feet of the street or highway on which said premises front.
3. Said premises shall not be occupied by any others than those of the Caucasian Race.

Subject to a Gas and Oil Lease from Frank Goldsmith to H. P. Muhlbach as recorded in Lease Volume 41, Page 243 of the Stark County Lease Records; subject to a Supplemental Gas Storage Agreement from Charles R. Carr and Elizabeth C. Carr as recorded in Volume 1408, Page 100 of the Stark County Deed Records; subject to Slope Easement for highway purposes from Giles H. Wagner and Mildred Wagner, his wife, to Board of County Commissioners of Stark County, as recorded in Volume 1720, Page 365 of the Stark County Deed Record

NOTE:- Second Grantor signs, "Mildred L. Wagner."



The records of the Probate Court of Stark County, Ohio, disclose no adjudications of mental illness, feeble-mindedness, epilepsy or the appointment of a guardian for anyone appearing in the chain of title during the period covered by this CONTINUATION.

L I E N S  
No. 84.

Giles H. Wagner  
and Mildred, wife,  
to

The Federal Land Bank of  
Louisville, Louisville,  
Kentucky.

Mortgage \$13,000.00.

Dated July 12, 1957.

Ack'd. Sept. 4, 1957.

Rec. for rec. Sept. 4, 1957.

Vol. 2518, page 673.

NOT CANCELED.

Covers the following described premises, situated in Plain Township, Stark County, State of Ohio, to wit:

Part of the Northeast Quarter of Section 14 and part of the Northwest Quarter of Section 13 both in township 11, range 8 described as follows: Beginning at a stone on the north line of the Northeast quarter of said section 14 a distance of 7.47 chains south  $84^{\circ} 10'$  east from the northwest corner of said Northeast quarter; thence continuing along said section line south  $84^{\circ} 10'$  east 40.46 chains to the center of the Nimishillen Creek; thence along the center of said creek south  $11^{\circ} 20'$  west 6 chains, south  $72^{\frac{1}{2}}^{\circ}$  west 2.43 chains, south  $27^{\frac{1}{2}}^{\circ}$  east 2.65 chains, south  $34^{\circ}$  west 8.55 chains, north  $27^{\frac{1}{2}}^{\circ}$  west 6 chains and south  $64^{\frac{1}{2}}^{\circ}$  west 4.89 chains; thence leaving said creek north  $85^{\frac{1}{2}}^{\circ}$  west 34.35 chains to the center of the Canton-Middlebranch Road; thence along the center of said road north  $15^{\circ}$  east 11.44 chains; thence leaving said road and parallel to the section line south  $84^{\circ} 10'$  east 5.20 chains to a post; thence north  $23^{\frac{1}{4}}^{\circ}$  east 3 chains to the place of beginning containing 61.81 acres, more or less, excepting the following described tract beginning at a point in the center of the Canton-Middlebranch Road at the northwest corner of the Elmwood Park allotment which is also the southwest corner of the above described 61.81 acre tract; thence along the center of said road north  $11^{\circ}$  east 746.79 feet and north  $4^{\circ}$  east 8.25 feet to the northwest corner of the above described 61.81 acre tract; thence along a north line thereof south  $86^{\frac{1}{2}}^{\circ}$  east 326.21 feet to a point; thence south  $11^{\circ}$  west parallel with the center of said road 755.04 feet to the south line of said 61.81 acre tract and in the north line of said Elmwood Park allotment; thence north  $86^{\frac{1}{2}}^{\circ}$  west 325.20 feet to the place of beginning containing 5.64 acres, more or less. Leaving after said exception 56.17 acres more or less.

Also other premises.

Secures a loan of \$13,000.00, with interest at the rate stated in said note, said principal being payable on an amortization plan, the last payment being due on the 1st day of November, 1990.

THE SMITH TRUMP ABSTRACT CO CANTON OHIO



No. 86.

No Leases since & including May 11, 1955, 8:30 A. M.  
No Mechanic's Liens.

No. 87.

Taxes due June, 1958, instalment, Sec. 14, PNE, 49.19 a  
\$197.54 paid.

No assessments listed upon the tax duplicate.

No. 88.

No recognizance bond liens, federal tax liens, unemploy  
ment compensation tax liens or delinquent personal tax liens.

No. 89.

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

--oOo--

We hereby certify that the foregoing CONTINUATION con-  
sisting of Sec. No. 81 to No. 89, inclusive, was collated by us  
from the official records of Stark County, Ohio, and that we beli  
the same is correct and shows every instrument of record affectir  
the title to premises described in Sec. No. 81 hereof, since and  
including May 11, 1955, 8:30 A. M., as shown by the general index  
in the several County offices in and for Stark County, Ohio.

Canton, Ohio,  
January 5, 1959,  
Eight o'clock A. M.

THE SMITH-TRUMP ABSTRACT COMPANY

BY

Thomas H. Metzger,  
Manager

... (Plain), Range 8, Stark County, Ohio, described as follows:

Beginning at an iron pin at the Northwest corner of said quarter section, said pin being in the center line of the North Canton-Maximo Road; thence Eastwardly, along the center line of said Road, a distance of 495.0 feet to the place of beginning of the tract herein conveyed, said point being at the Northwest corner of land now owned by the Grantees and described in Deed Volume 1778, Page 111 in the Office of the Stark County Recorder; thence continuing Eastwardly along the center line of said North Canton-Maximo Road, and the North line of said quarter section a distance of 100.0 feet; thence Southwardly, and parallel with the East line of said Grantee's Tract, a distance of 198.0 feet; thence Westwardly, and parallel with the center line of said North Canton-Maximo Road, a distance of 100.0 feet to the Southeast corner of Grantee's Tract; thence Northwardly along the East line of said Grantee's Tract a distance of 198.0 feet to the place of beginning of the tract herein conveyed, containing 0.455 Acre of land, more or less.

No. 89

No deeds have been filed for record on said premises since said date.

L I E N S

No. 90

Federal Land Bank of  
Louisville, Louisville,  
Kentucky

Partial Release of Mortgage  
Dated & Ack'd. Sept. 23, 1959  
Rec. for Rec. Nov. 6, 1959  
Vol. 29, Page 709

to

Giles H. Wagner et ux

Hereby releases from the lien of a certain mortgage executed by Giles H. Wagner et ux to the Federal Land Bank of Louisville, dated the 12th day of July, 1957 and recorded in Volume 2518, page 673 of the mortgage records of Stark County, Ohio, that part of the property described therein situated in said county and state which is bounded and described as follows:

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

Known as and being a part of the northeast quarter of Section #14, Township #11 (Plain), Range #8, Stark County, Ohio. Beginning at an iron pin at the northwest corner of said quarter section, said pin being in the center line of North Canton-Maximo Road, thence eastwardly along the center line of said road, a distance of 495 feet, to the place of beginning of the tract herein described and said point also being at the northeast corner of a tract described in Volume 1778, Page 111; thence continuing eastwardly along the center line of said North Canton-Maximo Road and the north line of the quarter section, a distance of 200 feet; thence southwardly and parallel with the east line of said tract described in



... described in Volume 1770, page 114, thence northwardly along the said east line of said tract, a distance of 198 feet to the place of beginning, containing 0.91 acre, ore or less

Donald E. Beggs  
Mildred B. Beggs  
Husband and Wife

to

The Canton National Bank  
Canton, Ohio

*Cancelled on the Record  
Aug. 24, 1961  
John H. [unclear]  
attorney*

Mortgage Deed \$7000.00  
Dated & Ack'd Nov. 16, 1959  
Rec. for Rec. Nov. 17, 1959  
Vol. 2692, Page 492  
Not Cancelled

Mortgage covers the premises herein abstracted and said premises is security of a promissory note in the amount of \$7000.00, monthly installment of \$136.00, interest 6%.

No. 92

No living leases or mechanic's liens.

No. 93

No delinquent Personal Tax liens, Federal Tax liens, Recognizance Bond liens, nor Unemployment Compensation liens.

No. 94

No Foreign Executions, Judgments nor Pending Suits which would be a lien on the premises in question.

No. 95

Search made for Lunacy and Imbecility.

No. 96

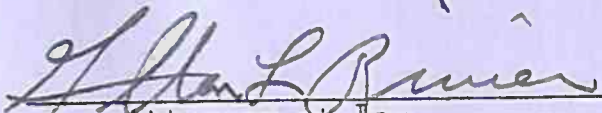
TAXES: Property herein abstracted have not been split in the tax duplicate and the June installment, 1959, Section 14 PNE 47.67 Acres \$239.77 paid

No. 97

No search has been made for street, sewer or other special assessments.

I hereby certify that the foregoing CONTINUATION was collated by me from the Official Records of Stark County, Ohio, and that I believe the same to be correct and true and shows every instrument of record affecting the title to said premises since and including January 5, 1959 as shown by the General Indexes found in the several County Offices located at Canton, Stark County, Ohio

Plain Township Historical Society

  
\_\_\_\_\_  
Attorney at Law

Canton, Ohio  
November 18, 1959  
3:00 p.m.



No. 98.

No Deeds.

No. 99.

No Mortgages or Financing Statements.

No. 100.

No leases or Mechanic's Liens.

No. 101.

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

No. 102.

Taxes due June 1965 in the amount of \$177.41 are paid.  
No assessments appear on the tax duplicate.

No. 103.

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

No. 104.

Giles H. Wagner and  
Mildred Wagner, husband  
and wife,

and

Donald E. Beggs and  
Mildred B. Beggs,  
husband and wife

Release of Restrictions  
S & A July 27, 1965  
Rec. for Rec. July 28, '65  
Release Record  
Vol. 37, Page 464

Releases the covenants and restrictions imposed by the warranty deed at Section No. 82 of the foregoing Continuation.

\*\*\*\*\*

I hereby certify that the foregoing CONTINUATION consisting of Section No. 98 to No. 104 inclusive, was collated by me from the Official Records of Stark County, Ohio and that I believe the same is correct and shows every instrument of record affecting the title to the premises described at the heading of this abstract, since and including November 18, 1959 as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio

August 3, 1965

9:00 A.M.

Julius A. Jones  
Attorney

*Redated without change*

*August 11, 1965*

*1:00 PM EDT*

*Charles J. Tyburski*  
*Attorney at law*

CONTINUATION to the foregoing Abstract of Title to a part of the Northeast Quarter of Section 14, Township 11, (Plain) Range 8, Stark County, Ohio, containing 0.455 acre of land as more fully described in the heading of this Abstract, since and including August 11, 1965.

No. 1.

Donald E. Beggs and  
Mildred B. beggs, a.k.a.  
Mildred Beggs, husband and wife,

to

Glenn F. DeHoff

Warranty Deed  
Signed and ack'd. 8/11/65  
Rec'd for record 8/11/65  
Recorded 8/12/65  
Volume 3086, Page 704

Conveys premises herein abstracted "Subject to a Gas and Oil Lease from Frank Goldsmith to H. P. Muhlbach as recorded in Lease Volume 41, Page 243 of the Stark County Lease Records; subject to a Supplemental Gas Storage Agreement from Charles R. Carr and Elizabeth C. Carr as recorded in Volume 1408, Page 100 of the Stark County Deed Records; subject to a Slope Easement for highway purposes from Giles H. Wagner and Mildred Wagner, his wife, to Board of County Commissioners of Stark County, as recorded in Volume 1720, Page 365 of the Stark County Deed Records."

No. 2.

There are no leases or mechanic's liens.

No. 3.

There are no personal property tax liens, federal tax liens, recognizance or surety bond liens nor Unemployment Compensation liens.

No. 4.

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

No. 5.

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

No. 6.

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

No. 7.

TAXES in the amount of \$177.41 have been paid. No assessments appear on the tax duplicate.

No. 8.

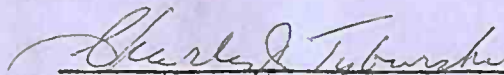
I have made no search for special assessments, except as noted above, nor for conveyances, agreements, leases or



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.

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I hereby certify that the foregoing Continuation consisting of Items 1 through 8 inclusive, was collated by me from the Official Records of Stark County, Ohio and I believe the same is correct and shows every instrument filed of record affecting the title to said premises since and including August 11, 1965.

  
\_\_\_\_\_  
Attorney at Law

Canton, Ohio  
December 15, 1965  
8:30 A.M., E.S.T.