

Plain Township Historical Society

MCDOWELL PLEASANT VIEW FARM

NORTHWEST QUARTER OF SECTION 15

PLAIN TWP., STARK CO., OHIO

EVANS & EVANS  
 335 TUSCARAWAS ST., W.  
 PHONE 4-3904

RICHARD J. ROBSON

YASUKO ROBSON s 43,100.00

LEGAL DESCRIPTION LOT NO. 69 IN MCDOWELL PLEASANT VIEW FARM ALLOT. PLAIN TWP, STARK CNTY., OHIO

LOCATION 1200 GROVE N.E.

CANTON, OHIO 44721

MORTGAGES Vol. 4010 Page 90 to Home Savings & Loans

*to be cancelled*

*Title: Need to Applicants in file to be executed and recorded*

TAXES AND ASSESSMENTS

*Currently Paid*

PURCHASE

1 ABSTRACT

*Carl Stufman*  
ATTORNEY

Plain Township Historical Society

ABSTRACT OF TITLE of the North West Quarter of Section #15,  
Township #11, Range #8, (Plain Township), Stark County, Ohio.

2.

James Madison,  
President of U. S.  
to  
John Kryder.

Patent.  
Dated Aug. 4, 1814  
Rec. May 9, 1836  
Vol. "O", page 669.

The North West Quarter of Section #15, Township #11, Range  
#8, Stark County, Ohio.

3.

John Kryder's  
Estate.

1828 Nov. 28 John Kryder & Christian  
Kryder, Administrators.  
1829 Jan. 31 Inventory, widow's  
provision and her receipt  
filed.  
1829 Mar. 2 List of sale & schedule filed  
1829 June 25 Additional list of sale filed  
1838 Sept. 19 Final account filed.  
Administrator's Docket "A", page 182.  
Stark County Probate Office.

The heirs of John Kryder are not named in the application for  
letters.

4.

Jacob Kryder &  
Sarah, his wife,  
to  
Christian Kryder.

Quit Claim.  
Signed & Ack'd Apr. 23, 1833  
Rec. Nov. 26, 1833  
Vol. "H", page 666.

The undivided one-ninth share of the North West Quarter of  
Section #15, Township #11, Range #8, as one of the heirs at law of  
John Kryder, deceased.

5.

Michael Kryder  
Jonas Kryder &  
Catherine Snyder, wife  
of John Snyder,  
vs.  
Elizabeth Holm  
Abraham Holm  
Christian Kryder  
John Kryder  
Mary Kryder &  
Levi Ludwick.

Partition.  
1835 May 5 Petition filed.  
1835 Aug. 10 Guardian ad litem.  
1835 Aug. 10 Order to make partition &  
continued.  
1835 Sept. 16 Order of partition issued.  
1835 Nov. 11 Sale ordered & continued.  
1836 Jan. 8 Order certified.  
1836 Apr. 19 Sale approved & deed ordered.  
Appearance Doc. "H", page 2.  
Record "L", page 128  
Stark County Clerk's Office.  
Costs paid.

5. (cont.)

PETITION: Recites that John Kryder died seized of the following described tract of land, situated in said Stark County, viz: The North West Quarter of Section #15, Township #11, Range #8, that said John Kryder died intestate leaving the following children and heirs at law, viz: Elizabeth Holm, wife of Abraham Holm, resident of Crawford County, Ohio; Christian Kryder, John Kryder, and Mary Kryder and Levi Ludwick, a grandchild of said John Kryder, deceased, all of Stark County; that Ann Ludwick, deceased, wife of George Ludwick, was a child of said John Kryder, deceased, and that said Ann Ludwick died leaving said Levi Ludwick her child and heir at law; that said Levi Ludwick is a minor, and that Jonas Kryder is his Guardian; that Petitioners are tenants in common with above named children and grandchild, and that each claim title with them as such tenants to the one-ninth part of the above described premises, Christian Kryder, being entitled as your petitioners are informed, to two-ninths.

Appraised at \$5520.00.

No election to take at appraised value and the Court ordered premises sold at public sale.

ANSWER OF HIRAM GRISWOLD, Recites that he knows of no reason why the GUARDIAN AD LITEM OF prayer of the petition should not be granted, LEVI LUDWICK: but prays the Court to protect the rights of his ward.

SALE: Sheriff reports having sold said premises to Christian Kryder for \$3846.00. Sale approved and confirmed and deed ordered.

NOTE: Unable to locate file. Above taken from the record.

6.

George N. Webb,  
Sheriff of Stark  
County  
to  
Christian Kryder.

Sheriff's Deed.  
Signed & Ack'd May 2, 1836  
Rec. May 2, 1836  
Vol. "0", page 534.

Recites the proceedings had as shown at section #5 and conveys the North West Quarter of Section #15, Township #11, Range #8, Stark County, Ohio.

7.

Christian Kryder  
to  
James McDowell.

Gen. Warranty Deed.  
Signed & Ack'd May 2, 1836  
Rec. May 2, 1836  
Vol. "0", page 556.

Same description as above.

8.

James McDowell,  
widower,  
to  
H. G. McDowell.

Gen. Warranty Deed.  
Signed & Ack'd Apr. 10, 1889  
Rec. May 11, 1889  
Vol. 253, page 209.

Same description as above.

9.

Horace G. McDowell's Estate, No. 8015, Admr. Doc. K, page 504, Stark  
County, Ohio Probate Court.

1907 Mar. 17 Application for Letters of Administration filed.  
" Bond of \$35,000.00 each with Bankers' Surety Co. as  
surety thereon filed and approved; James K. McDowell  
and Henry N. Firestone appointed Administrators, and  
letters issued to them as such.  
May 10 Proof of publication filed.  
" Proof of publication filed.  
24 Inventory & appraisement filed.  
June 1 Statement to County Auditor issued.  
1908 Sept. 11 First account filed.  
1909 June 2 Second account filed.  
July 17 Application to have bond reduced in amount filed. Hearing  
had, application granted.  
30 New bond for \$1000.00 with Mrs. Nettie Boettler & Mary E.  
Correll as sureties filed & approved.  
1915 Apr. 25 (Sale of Desperate Claim, Civ. Doc. ), page 503)  
1915 Oct. 22 Third & Final account filed.  
Dec. 4 Third & Final account approved, and said administrators  
released and discharged.

The Application for Letters of Administration recites that said  
Horace G. McDowell, died on March 13, 1907, leaving Nettie M. McDowell,  
his widow years of age, and the following children, all of whom  
constituted his only heirs at law and next of kin; James H. McDowell,  
18 years of age; Thomas C. McDowell, 17 years of age; Beulah M. Miller,  
16 years of age; and Horace G. McDowell, 13 years of age.

10.

H. G. McDowell, deceased,  
to  
James H. McDowell, Thomas C.  
McDowell, Beulah M. Miller and  
Horace G. McDowell, Jr. (and  
Nettie M. McDowell).

Affidavit for Transfer of Real  
Estate Inherited.  
Dated Mar. 15, 1916  
Rec. Mar. 15, 1916  
Vol. 587, page 504

This affidavit was sworn to by said Thomas C. McDowell and  
recites that H. G. McDowell, his father, died intestate on March 13,  
1907, and that on the (17th) day of March, 1907, J. (ames) K. McDowell  
and Henry N. Firestone were appointed as administrators of his estate  
and thereafter filed their final account in execution of said trust.

10. (cont.)

And the affidavit further recites that at the time of said decedent's death he was the owner of the northwest quarter of Section No. 15, Township No. 11 (Plain), Range No. 8, Stark County, Ohio, and that said real estate was inherited by the following persons in the following proportions:

	(Ages in 1916)	Portion Inherited
James H. McDowell	27	1/4
Thomas C. McDowell	26	1/4
Beulah M. Miller	25	1/4
Horace G. McDowell Jr.	22	1/4

NOTE: This affidavit fails to recite that said decedent at the time of his death also left Nettie M. McDowell, as his widow, surviving him, who in 1916 was 45 years of age, and who did not die until February 8, 1943; and therefore by the Ohio statutes of descent and distribution in effect at the time of said Horace G. McDowell's death, his said widow became vested with a dower interest being known as a life estate in one-third of his real estate.

11.

James H. McDowell, son and heir at law of H. G. McDowell Sr., and Mary E. McDowell, wife of said James H. McDowell, to  
 Horace G. McDowell, Jr.      Warranty Deed.  
 Dated Mar. 15, 1916  
 Rec. Mar. 15, 1916  
 Vol. 584, page 425.

This deed conveys an undivided one-fourth interest in the northwest quarter of Section No. 15, Township No. 11 (Plain), Range No. 8, Stark County, Ohio, "subject to the dower estate of Nettie McDowell, widow of H. G. McDowell, Sr."

12.

On the 3rd day of August, 1921, said widow, Nettie M. McDowell, mentioned in Sections No. 10 and 11 above, married one John O. Kreighbaum, Stark Co. Marriage Rec. 33, page 310 (Name in record is erroneously spelled "Krichbaum.")

And on the 8th day of February, 1943, said Nettie M. Kreighbaum died and thereby her dower interest, or "life estate in one-third" of the premises hereby abstracted, automatically terminated. A record of the administration of her estate can be found in Admr. Doc. 35, Page 575, Estate No. 36857, Stark County, Ohio Probate Court.

13.

Horace G. McDowell and  
Vera M. McDowell, his wife,  
Thomas C. McDowell, and  
Flora M. McDowell, his wife,  
and Beulah M. Miller and  
Joseph A. Miller, her husband,  
to  
The East Ohio Gas Company.

Warranty Deed.  
Dated Apr. 16, 1943  
Ack'd Apr. 17, 1943  
Rec. Apr. 19, 1943  
Vol. 1399, Page 363.

This deed conveys the following 0.53 acre tract; Beginning at a stone monument at the southeast corner of the northwest quarter of Section 15, Township 11 (Plain), Range 8, and on the center line of Stark County, Highway No. 195 (60 feet wide); thence north  $5^{\circ} 39' 20''$  east a distance of 840.00 feet measured along the quarter section line of Section 15 to a point; thence north  $84^{\circ} 30'$  west a distance of 104.35 feet to a point; thence south  $5^{\circ} 39' 20''$  west parallel to said quarter section line of Section 15 a distance of 104.35 feet to a point; thence south  $84^{\circ} 30'$  east a distance of 87.85 feet to a point; thence south  $5^{\circ} 30' 20''$  west parallel to said quarter section line of Section 15 a distance of 735.65 feet to a point in the center line of Stark County Highway No. 195; thence south  $84^{\circ} 30'$  east a distance of 16.5 feet measured along the center line of said Stark County Highway No. 195 to the place of beginning, containing 0.53 acres of land, be the same more or less, but subject to all legal highways.

No further search of the title to the above tract is made in this abstract.

14.

Beulah M. Miller's Guardianship, No. 11509, Gdn. Doc. M. Page 466.  
Stark County, Ohio Probate Court.  
1944 Aug. 25 Application to adjudge Beulah M. Miller an incompetent person filed. Hearing set for September 7, 1944 and notice ordered.  
" Notice issued.  
28 Notice returned served.  
Sept. 7 Waiver of next of kin filed.  
" Hearing had. Beulah M. Miller adjudged an incompetent person.  
" Application for appointment of a guardian filed.  
Bond of \$8000.00 with Joseph A. Miller and Nelson S. Miller as sureties filed & approved. Letters issued to B. Juanita Miller of R. D. #2, Canton, Ohio, as Guardian.  
1946 Oct. 3 Inventory filed.  
(No further record)

(For proceedings for sale of Ward's real estate, Civil Doc. 29, Page 569, see following sections.)

B. Juanita Miller  
R. D. #2 (54th St.N.W.)  
Canton, Ohio,  
Guardian of Beulah M. Miller  
an Incompetent Person now  
confined in the State Hospital  
at Massillon, Ohio,

Plaintiff,

vs.

Her said Ward; Joseph A. Miller,  
B. Juanita Miller, and Harold M.  
Miller, all of R.D. #2, Canton,  
Ohio; Nelson S. Miller, R. D.  
#3, Massillon, Ohio; James C.  
Miller, 118 Hower St., N. Canton,  
Ohio; Lieut. J. Atlee Miller,  
R. D. #2, Canton, Ohio; Betty J.  
Miller, R. D. #2, Canton, Ohio;  
Shirley Louise Miller, a minor  
12 years of age, R. D. #2,  
Canton, Ohio; Stark Federal  
Savings & Loan Association of  
Canton, Ohio; The East Ohio Gas  
Company, Cleveland, Ohio;  
Village of North Canton, Ohio;  
Charles Rigler (address not known);  
and Ohio Fuel Gas Company,  
Columbus, Ohio,

Defendants.

Louise Miller, the minor defendant herein under 14 years of age,  
and also personally upon Joseph A. Miller, her father, and the  
person having the care of said minor, she having no legal guardian.

Said Sheriff's return also showed that on October 9, 1946  
he also served said Summons personally upon said ward, Beulah M.  
Miller, an inmate of Massillon State Hospital, and also personally  
upon the same date on Dr. A. G. Hyde, Superintendent of said  
Massillon State Hospital, and who was then (and is now) the  
custodian of said incompetent person.

- 1946 Oct. 8 Guardian's Petition to sell  
real estate filed.  
" Waiver of the defendants,  
Joseph A. Miller, Harold M.  
Miller, Nelson S. Miller,  
James C. Miller, J. Atlee  
Miller, B. Juanita Miller,  
Betty J. Miller, and The  
Village of North Canton,  
Ohio, of the issuing and  
service of summons and their  
consent to the sale of the  
real estate described in  
the petition in said action  
according to the prayer of  
the same, filed.  
" Praecipe for Summons for  
Service upon said ward  
Beulah M. Miller, and said  
minor, Shirley Louise Miller,  
filed.  
11 Waiver of summons and consent  
to sell by Stark Federal  
Savings & Loan Assn. of  
Canton, Ohio, filed.  
" Summons returned by the  
Sheriff of Stark County, Ohio  
showing that on October 10,  
1946 he delivered a copy  
thereof personally to Shirley  
Louise Miller, the minor defendant herein under 14 years of age,  
and also personally upon Joseph A. Miller, her father, and the  
person having the care of said minor, she having no legal guardian.  
Said Sheriff's return also showed that on October 9, 1946  
he also served said Summons personally upon said ward, Beulah M.  
Miller, an inmate of Massillon State Hospital, and also personally  
upon the same date on Dr. A. G. Hyde, Superintendent of said  
Massillon State Hospital, and who was then (and is now) the  
custodian of said incompetent person.
- 1946 Oct. 12 Application for the appointment for a trustee for said ward  
for this suit filed. Hearing had; Urban A. Wernet appointed  
Trustee.  
" Answer of Urban A. Wernet as said trustee filed.  
" Waiver of summons and consent to sale of The East Ohio Gas  
Co. filed.  
" Answer and Cross Petition of The East Ohio Gas Co. filed.  
15 Application for appointment of Guardian ad litem for said  
Shirley Louise Miller, minor defendant herein under 14  
years of age filed.  
" Hearing had; William R. Quinn appointed as such Guardian  
ad litem.  
" Answer of William R. Quinn as such Guardian ad litem filed.  
" Hearing had upon oral application; Charles Rigler ordered  
dismissed as a party defendant herein.



15. (cont.)

- 1946 Oct. 15 Hearing had upon oral application; the Ohio Guel Gas Company dismissed as a party defendant herein.
- 22 Answer of the Village of North Canton, Ohio filed.
- 23 Answer of the Stark Federal Savings & Loan Assn. of Canton filed.
- 25 Hearing had; Court orders appraisement of all three tracts but sale of Tract No. 1 only at this time, on giving of additional bond to the approval of the Court.
- " Order of appraisement issued.
- 28 Order of appraisement returned as follows: Tract No. 1 appraised at \$18,750.00; Tract No. 2 appraised at \$9,000.00; and Tract No. 3 appraised at \$10,000.00.
- " Additional bond of \$30,000.00 with Joseph A. Miller and Nelson S. Miller, as sureties filed by said B. Juanita Miller as such Guardian, and approved by the Court.
- " Hearing had; Tract No. 1 ordered sold at private sale for not less than \$18,750.00, being the appraised value thereof.
- " Order of Private Sale for said Tract No. 1 as aforesaid issued.
- 31 Order of Private Sale for Tract No. 1 returned by said Guardian showing said premises sold to Owen J. Evans for \$18,750.00 cash.
- " Hearing had; Said private sale for said Tract No. 1 approved and confirmed; Deed and distribution ordered.
- Nov. 4 Journal Entry filed; Name of Atlee O. Evans substituted in place of Owen J. Evans as grantee in Guardian's Deed for conveyance of Tract No. 1.  
(No further record)

The Petition in this case reads as follows:

The Plaintiff represents that she is the duly appointed and qualified Guardian of Beulah M. Miller of the age of 55 years having heretofore been appointed as such guardian by the Probate Court of Stark County, Ohio on September 7, 1944, and plaintiff says that her said ward is her mother and is now confined in the state Hospital at Massillon, Ohio.

The Plaintiff further represents that said Ward is seized of the following described real estate proposed to be sold, situated in the County of Stark, State of Ohio, and described as follows, to-wit:

TRACT NO. 1. An undivided one-fourth (1/4) interest in and to the following described premises: Known as and being the Northeast quarter of Section No. 15, Township 11 (Plain), Range No. 8, Stark County, Ohio, (containing 162 acres, more or less), excepting therefrom an 0.53 acre tract (more or less) out of the southeast corner thereof, conveyed by warranty deed to the East Ohio Gas Co. under date of April 17, 1943, and recorded in Vol. 1399, Page 353 of Stark County, Ohio Deed Records.

Said premises are subject to the rights of the East Ohio Gas Co. therein under a certain Oil and Gas Lease recorded in Vol. 43, page 370, of Stark County, Ohio Lease Records; and under a certain Supplemental Gas Storage Agreement modifying said Lease filed for record on March 12, 1943, in Vol. 1356, Page 354 of the Stark County, Ohio Deed Records; and under five certain Pipe Line Right of Way Grants recorded in Vol. 497, Page 521; Vol. 500, Page 140; Vol. 500, Page 182; Vol. 1080, Page 270; and Vol. 1356, Page 562 of Stark County, Deed Records.

15. (cont.)

The present value of said real estate as near as can be ascertained is: Tract No. 1, \$18,750.00.

The nature of the interest of the Ward in such real estate is that she is the owner in fee simple of an undivided one-fourth interest in said Tract No. 1; and the owner in fee simple of the whole of said tract No. 2 and Tract No. 3, all of which ownerships are subject to the dower interest of her husband, Joseph A. Miller, therein and who is one of the defendants in this action.

All mortgages and other liens upon and adverse interest in such real estate are as follows: The Defendant, Stark Federal Savings & Loan Association of Canton, holds a first mortgage on Tract No. 2 and Tract No. 3; and the interest of the Defendants, The East Ohio Gas Company, the Village of North Canton, Ohio, Charles Rigler, and the Ohio Fuel Gas Company are set forth in the descriptions concerning Tract No. 1.

The Defendant, Joseph A. Miller, is the husband of the Ward and has a dower interest in said premises as above set forth.

The Defendant, Shirley Louise Miller, is a minor 12 years of age, has no legally appointed guardian, and resides with and is under the custody and control of her father, said Joseph A. Miller, husband of said ward.

The Defendants, said Joseph A. Miller, Shirley Louise Miller, B. Juanita Miller, Harold M. Miller, Nelson S. Miller, James C. Miller, Lieut. J. Atlee Miller, and Betty J. Miller, are all children of said ward (excepting Joseph A. Miller who is her husband) and are all the persons entitled to the next estate of inheritance from the Ward, in such real estate and having an interest therein, resident of the State of Ohio.

The defendants, The Stark Federal Savings & Loan Assn. of Canton, Ohio, holds a first mortgage on Tract No. 2 and also a first mortgage on Tract No. 3, being dated July 8, 1941 and April 8, 1943 and recorded in Vol. 1307, Page 300 and Vol. 1382, Page 206, respectively; and these are all the mortgages and other lienholders whose claims effect such real estate or a part thereof. Does not involve Tract #1.

The defendant ward, Beulah M. Miller, is the only person, subject to the payment of said two mortgages, having an interest in such real estate and entitled to the purchase money thereof.

It is necessary to sell said real estate for the support and payment of the just debts of said ward, and also for the reason that a better investment of its value can be made; and also, all real estate, including farms and city property, is selling for high prices at this time - - for all of which reasons it appears that a sale of all of such real estate will be for the benefit of said ward.

15. (cont.)

The Plaintiff therefore prays that she may be authorized and ordered to sell said real estate free of all right and expectancy of dower of the defendant Joseph A. Miller therein, but out of the proceeds of the sale, in lieu of dower, the court allow him such sum of money as is the just and reasonable value of his dower, according to the statute in such case made and provided, and for all other proper orders and relief as plaintiff may be entitled to.

Lester H. Hessler,  
Attorney for Plaintiff.

The Answer and Cross Petition of the Defendant, The East Ohio Gas Company sets forth its several leases and rights of way and prays that its interest be protected.

The Answer of the Village of North Canton sets forth the Right of Way over premises other than those in question.

The Answer of the Stark Federal Savings & Loan Association sets forth its mortgages on the premises other than those in question.

In the waiver of summons and consent to the sale of the Real Estate described in the petition in this action, the defendant, Joseph A. Miller, husband of said Beulah M. Miller, consents to said sale according to the prayer as stated in the petition, and which prayer provides that said premises be sold free of said Joseph A. Miller's dower rights therein but in lieu of dower the court shall allow him such sum of money as is the just and reasonable value thereof.

The answer of Urban A. Wernet, Trustee for the Suit of Beulah M. Miller, in said action follows the statutory and usual form in the nature of a general denial; "and therefore, on behalf of said defendant denies the same, and would therefore submit the interest of said defendant to the care and protection of the court, to order in the premises as justice and the interest of said defendant shall require."

The answer of William R. Quinn as guardian ad litem for the minor defendant reads as follows, and is in the usual form:

"And now comes the said Shirley Louise Miller, 12 years of age, and the minor defendant to the petition in said cause, by William R. Quinn her Guardian ad litem, heretofore appointed in said cause by said court, and for answer to said petition, denies all the material allegations therein contained, prejudicial to said minor defendant; and further says that she is of tender years and not acquainted with the law in such cases.

She therefore prays the Court to protect her rights in this cause, and for such relief as may be just."

The Journal Entry confirming said sale of Tract No. 1, and ordering deed and distribution of proceeds reads, in the main, as follows:

15. (cont.)

"This day this cause came on to be heard upon the report of the Plaintiff of the sale of Tract No. 1 made to Owen J. Evans for the sum of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) in cash ordered conveyed by this action, as hereinbefore ordered, and then upon the motion of the petitioner to confirm the sale of said Tract No. 1 made in obedience to said order; the court having carefully examined said report, and finding the proceedings of said petition in all respects correct, regular and in conformity to law, and being satisfied that said sale was fairly and legally made, it is ordered that the same be, and hereby is, approved and confirmed.

And it is further ordered that said Plaintiff B. Juanita Miller as Guardian of Beulah M. Miller execute and deliver to the purchaser Owen J. Evans, a good and sufficient deed for said Tract No. 1 so sold; and said premises are to be conveyed subject to the rights of the East Ohio Gas Co. therein under a certain Oil and Gas Lease filed for record May 27, 1930 and Recorded in Vol. 43, Page 370 of Stark County, Ohio Lease Records; and under a certain Supplemental Gas Storage Agreement modifying said lease filed for record March 12, 1943 and recorded in Vol. 1356, Page 354 of Stark County, Ohio Deed Records; and under five certain Pipe Line Right of Way grants recorded in Vol. 497, Page 521; Vol. 500, page 140; Vol. 500, Page 182; Vol. 1080, Page 270; and Vol. 1356, Page 562 of Stark County, Ohio Deed Records.

And the said defendant, Joseph A. Miller, husband of said Beulah M. Miller, having by his waiver of summons and consent to sale elected to receive in lieu of his dower its value in money, the court finds that said ward is 55 years and said Joseph A. Miller is 62 years old, and that the latter is in good health, and that considering the ages of said ward and her husband and the respective states of their health and constitutional vigor, that the just and reasonable value of his said contingent dower interest in the proceeds of said sale is \$800.00.

And now this cause coming on further to be heard upon the pleadings herein, and upon the motion of plaintiff to distribute the proceeds of said sale amounting to \$18,750.00 it is ordered that said Guardian out of the money in her hands pay the same as follows:

First: To the defendant Joseph A. Miller in full for his dower interest as aforesaid the sum of \$800.00.

Second: To the Treasurer of this County for the December, 1946 payment of taxes (as nearly as can be ascertained at this time) the sum of \$29.80, being one-fourth part thereof.

(Then follows payment of general items of Court Costs, Internal Revenue Stamps, and the allowance of a reasonable compensation to the Guardian for her services in this sale and to her Attorney, Lester H. Hossler, for his services retained in these proceedings.)

15. (cont.)

The Journal Entry filed in these proceedings on November 4, 1946 substituting the name of Atlee O. Evans in place of Owen J. Evans as Grantee in the Guardian's Deed for the conveyance of said tract No. 1 reads as follows:

"It being made to appear to the Court that Owen J. Evans, who is named as the purchaser of Tract No. 1 (being an undivided one-fourth interest in the 161.47 acre farm in Plain Township, Stark County, Ohio) in these proceedings is desirous of having the name of his son, Atlee O. Evans substituted as grantee in place of his own name in the deed from said B. Juanita Miller as such Guardian conveying said Tract No. 1:

And it further being made to appear to the Court that although said Guardian's Deed has heretofore been duly executed in accordance with the authority heretofore granted her in these proceedings, the same has never been delivered to said Owen J. Evans and also has not been filed for record with the Stark County, Ohio Recorder;

It is, therefore, hereby ordered, adjudged and decreed that the name of said Atlee O. Evans be substituted in place of the name of said Owen J. Evans in said Guardian's Deed, conveying said Ward's Tract No. 1.

(signed) Reuben Z. Wise  
Judge - Probate Court.

APPROVED:

(signed) Owen J. Evans

(signed) Atlee O. Evans

(signed) Lester H. Kessler  
Attorney for Plaintiffs.

November 4, 1946.

L I E N S

16.

Christian Kryder  
to  
Michael Kryder  
Jonas Kryder  
John Kryder  
John Snyder  
Abraham Holm  
Mary Kryder  
Levi Ludwick.

Mortgage \$3000.00  
Signed & Ack'd Apr. 18, 1836  
Rec. Apr. 18, 1836  
Vol. "P", page 101  
Partially cancelled by the  
Cancellation of the notes  
given to John Kryder.

Two (2) notes of \$142.46 each given to each mortgagee, payable 1 and 2 years respectively after date.

17.

James McDowell  
to  
Christian Kryder.

Mortgage \$2200.00  
Signed & Ack'd May 2, 1836  
Rec. May 2, 1836  
Vol. "P", page 39.  
Cancelled.

18.

Nettie M. Kreighbaum (widow),  
Thomas C. McDowell and Flora  
M. McDowell, his wife;  
Horace G. McDowell and Vera M.  
McDowell, his wife; Beulah M.  
Miller and Joseph A. Miller,  
her husband,  
to  
The East Ohio Gas Co.

Oil and Gas Lease \$1.00  
Dated Apr. 4, 1930  
Rec. May 27, 1930  
Vol. 43, page 370.

Leases said northwest Quarter of Section No. 15, Township No. 11 (Plain), Range No. 8, Stark County, Ohio for a period of three years and so much longer as oil or gas come or their constituents is or are found on said premises in paying quantities. Said lessee to pay the sum of \$324.00 per year until a well is commenced.

19.

Thomas C. McDowell and Flora  
M. McDowell, his wife, Horace  
G. McDowell and Vera M. McDowell,  
his wife; Beulah M. Miller,  
Joseph A. Miller, her husband,  
and Nettie M. Kreighbaum, a widow,  
to  
The East Ohio Gas Co.

Supplemental Gas Storage Agreement  
\$1.00.  
Dated Jan. 14, 1943  
Rec. Mar. 4, 1943  
Vol. 1356, Page 354.

This is a modification of the Oil and Gas Lease set forth in Section No. 18 above and provides for the payment of \$200.00 for the first year from January 1, 1944 for well No. 1 located on said premises and each year thereafter; and \$250.00 for the first year from January 1, 1944 for well No. 2 located on said premises; and \$200.00 for each well thereafter drilled to the Clinton Sand on said premises.

19. (cont.)

This agreement further provides for the storage of gas in said wells and said yearly payments are in lieu of said \$324.00 yearly payment provided for in said Lease set forth in Section No. 18 above.

This agreement also permits the lessors to have the use of the first 200,000 cubic feet of gas free to be used on the premises.

20.

Nettie M. McDowell as Guardian  
for James H. McDowell, Thomas C.  
McDowell, Beulah M. McDowell,  
and Horace G. McDowell,  
to  
The East Ohio Gas Company.

Right of Way \$41.50  
Dated Sept. 14, 1908  
Rec. Feb. 4, 1910  
Vol. 497, page 521.

This instrument grants a right of way to lay, maintain, and operate and remove a gaspipe line for the purpose of transporting gas over and through the premises hereby abstracted, and to erect, maintain and operate a telephone or telegraph lines if the same should be found necessary.

21.

On April 4, 1909, said Beulah M. McDowell and Joseph A. Miller were united in marriage as shown by marriage record, Vol. 23, page 221 in the Stark County Probate Court.

22.

Nettie M. McDowell  
T. C. McDowell  
H. G. McDowell  
Beulah McDowell Miller,  
Joseph A. Miller, and  
Flora McDowell.  
to  
The East Ohio Gas Company.

Right of Way \$41.50  
Dated Sept. 11, 1915  
Rec. Nov. 6, 1915  
Vol. 500, page 140.

This is a right of way over the premises hereby abstracted similar to the one set forth in Section No. 20 above, but does not include "telephone or telegraph lines".

Note; Marital status of Grantors is not shown.

23.

James H. McDowell and  
Elsie M. McDowell,  
husband and wife,  
to  
The East Ohio Gas Company.

Right of Way, \$20.00  
Dated Mar. 11, 1916  
Rec. May 20, 1916  
Vol. 500, page 182.

This right of way covers said premises and is similar to the one in Section No. 22 above.

24.

Nettie M. Kreighbaum, a widow;  
Thomas C. McDowell, and Flora M.  
McDowell, husband and wife;  
Beulah M. Miller and Joseph A.  
Miller, wife and husband; and  
H. G. McDowell and Vera M.  
McDowell, husband and wife,  
to

Right of Way \$1.00  
Dated Oct. 27, 1932  
Ack'd Oct. 31, 1932  
Rec. Nov. 2, 1932  
Vol. 1080, page 270.

Charles Rigler.

This instrument grants a right of way for laying of pipe lines for gas, etc. similar to those stated in Sections Nos. 22 and 23 herein, and in addition to the \$1.00 consideration provides further consideration of \$1.00 per lineal rod for each rod of pipe line laid; and further provides that "if no pipe line is laid within five years from the day hereof, this agreement shall become null and void and all rights granted hereunder shall cease."

NOTE: This right of way was assigned by said Charles Rigler to The East Ohio Gas Company. See Section 15 herein.

25.

Horace G. McDowell and  
Vera M. McDowell, his wife;  
Thomas C. McDowell and Flora  
M. McDowell, his wife; and  
Beulah M. Miller and Joseph A.  
Miller, her husband,  
to  
The East Ohio Gas Company.

Right of Way \$1.00  
Dated Apr. 16, 1943  
Rec. May 29, 1943  
Vol. 1356, Page 562.

This also is a right of way for the laying of pipe lines for gas, etc. similar to the one set forth in Section No. 24, above, and also covers the premises hereby abstracted.



26.

No other leases, mechanic's liens, personal, federal, recognizance or unemployment compensation liens.

27.

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

28.

Taxes due in December, 1946 (estimated), \$119.20 Paid.

29.

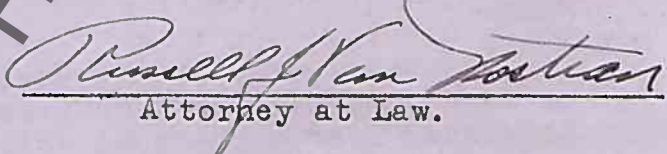
No assessments of record.

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

Canton, Ohio

November 6, 1946

8:30 A. M.

  
Attorney at Law.

Addenda to the foregoing Abstract of Title showing all changes affecting the title to part of the Northwest Quarter of Section No. 15, Township No. 11 North (Plain), Range No. 8 West, Stark County, Ohio, as described in Section No. 1 of this Addenda, since and including November 6, 1946.

1.

Situated in the Township of Plain, County of Stark and State of Ohio and known as and being part of the Northwest Quarter of Section Fifteen (15), 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 northeast corner of said Northwest Quarter of Section 15; thence, with the east line of said Quarter, South four degrees thirty-three minutes West (S 4° 33' W) seven hundred seventy feet (770'); thence North eighty-five degrees West (N 85° W) one thousand eighteen and eight tenths feet (1018.8') to the true place of beginning; Thence, from the true place of beginning, North eighty-five degrees West (N 85° W) one hundred feet (100'); Thence South five degrees West (S 5° W) four hundred feet (400'); Thence South eighty-five degrees East (S 85° E) one hundred feet (100'); Thence North five degrees East (N 5° E) four hundred feet (400') to the true place of beginning. The above described tract contains ninety-two hundredths (0.92) acre, more or less.

The above described premises are further known as Lot Number 69 as shown and designated on the unrecorded Plat of the McDowell Farm Grove Allotment located in said Northwest Quarter of Section Number 15, Township Number 11, Range Number 8, Stark County, Ohio.

2.

Horace G. McDowell Jr. and  
Vera M. McDowell, his wife,  
Thomas C. McDowell and  
Flora M. McDowell, his wife,  
to  
Atlee O. Evans.

Warranty Deed.  
Signed & Ack'd Oct. 31, 1946  
Rec. Nov. 27, 1946  
Vol. 1620 P. 7.

Conveys an undivided three-fourths (3/4) interest in the following described premises:

2. (cont.)

Situated in the Township of Plain, County of Stark and State of Ohio: And known as and being an undivided three-fourths interest in and to the following described premises: Known as and being the Northwest Quarter of Section No. 15, Township No. 11 (Plain), Range No. 8, Stark County, Ohio, (containing 162 acres, more or less), excepting therefrom an 0.53 acre tract (more or less) out of the southeast corner thereof, conveyed by warranty deed to the East Ohio Gas Co. under date of April 17, 1943 and recorded in Vol. 1399, Page 363 of Stark County, Ohio Deed Records.

Said premises are subject to the rights of the East Ohio Gas Co. therein under a certain Oil and Gas Lease filed for record May 27, 1930 and recorded in Vol. 43, Page 372 of Stark County, Ohio Lease Records; and under a certain Supplemental Gas Storage Agreement modifying said lease filed for record March 12, 1943 and recorded in Vol. 1356, Page 354 of Stark County, Ohio Deed Records; and under five certain Pipe Line Right-of-way grants recorded in Vol. 497, Page 521; Vol. 500, Page 142; Vol. 500, Page 182; Vol. 1080, Page 270; and Vol. 1356, Page 582 of Stark County, Ohio Deed Records.

NOTE: The above described premises includes the premises as described in Section Number 1 of this Addenda.

B. Juanita Miller, as  
Guardian of Beulah M.  
Miller  
to  
Atlee O. Evans.

Guardian's Deed.  
Signed & Ack'd Nov. 4, 1946  
Rec. Nov. 27, 1946  
Vol. 1620, P. 69.

Recites the proceedings had as shown at Sections Number 14 and 15 of the foregoing Abstract of Title and conveys an undivided one-fourth interest in the premises described in Section Number 2 of this Addenda, subject to the same easements and leases as noted in Section Number 2 of this Addenda.

NOTE: The above described premises includes the premises as described in Section Number 1 of this Addenda.

4.

Joseph A. Miller, husband  
of Beulah M. Miller,  
to  
Atlee O. Evans.

Quit Claim Deed.  
Signed & Ack'd Nov. 4, 1946  
Rec. Nov. 27, 1946  
Vol. 1620 P. 74.

Quit Claims all Grantor's right, title and interest in and to the premises herein abstracted, subject to the same easements and leases as noted in Section No. 2 of this Addenda.

NOTE: The above described premises includes the premises as described in Section Number 1 of this Addenda.