
Abstract

of

The Title

to

LOTS #17, #18 & #19

IN THE VILLAGE OF

CENTRAL WOODBURN BRANCH,

STARK COUNTY, OHIO.

Plain Township Historical Society

ESTABLISHED 1869

THE SMITH TRUMP ABSTRACT COMPANY
CANTON, OHIO

#23596

ABSTRACT OF TITLE to Lots #17, 18 & 19 in the Village of Central Middle Branch, Stark County, Ohio, as designated upon the Plat of said Village recorded in Plat Rec. 3, page 7, Stark County Recorder's Office.

Lot #17 has a frontage of 40.8 feet on the south side of Depot St., being 181 feet on its east line, 59 feet on its south line and 180 feet on its west line.

Lots #18 & 19 each have a frontage of 40.8 feet on the south side of Depot St. and extend southwardly 180 feet to a 20 foot alley.

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 Sec. 33, but when dower only is released, it will appear as "husband" or "wife" only.

No. 3.

James Madison, Pres.
of the United States,
of America,
to
Peter Wise,

Patent.
Dated May 15, 1811.
Rec. for rec. Jan. 17, 1816.
Vol. "C", page 159.

Conveys the northeast quarter of Sec. #11, Twp. #11,
Range #8 of the lands directed to be sold at Steubenville by
Act of Congress.

No. 4.

Peter Wise,
and wife,
to
Daniel Wise,

Warranty Deed \$1.00
Dated Mar. 29, 1815.
Rec. for rec. Jan. 17, 1816.
Vol. "C", page 160.

Conveys said northeast quarter of Sec. #11, Twp. #11,
Range #8.

No. 5.

James Madison, President
of the United States,
of America,
to
Jacob Newman of
Columbiana County.

Patent.
Dated Nov. 10, 1811.
Rec. for rec. Sept. 26, 1892.
Vol. 289, page 375.

Conveys the southeast quarter of Sec. #2, Twp. #11,
Range #8 of the lands directed to be sold at Steubenville.

No. 6.

We find no will or administration of the estate of
Jacob Newman on record in the Probate Court of Stark County.
Recital at Section #7 following states that he was a resident
of Richland County, Ohio.

No. 7.

James McClain and
And u Coffinberry,
to
Daniel Wise.

Excr's, Deed \$350.00.
Dated Oct. 21, 1815,
Rec. for rec. Jan. 17, 1816.
Vol. "C", page 161.

This indenture made this 21st day of Oct., 1815, between James McClain and Andreu Coffinberry, Executors of the last will and testament of Jacob Newman, late of the County of Richland, State of Ohio, and Daniel Wise of Stark County, in consideration of the sum of \$350.00 have granted, bargained, sold, aliened and confirmed to said grantee all that tract or parcel of land lying and being in Stark County, Ohio, and known and distinguished as being 100 acres to be laid off of the south side of the southeast quarter of Sec. #2, Twp. #11, Range #8, granted unto the said Jacob Newman by patent dated at the City of Washington on Nov. 10, 1811.

NOTE: Signatures to deed as noted in caption above.

No. 8.

We find no will of Daniel Wise on record in the Probate Court of Stark County, Ohio.

No. 9.

Dan'l. Wise's
Estate,

1818 Dec. 12" Letters of Admr.
Peter Wise and Mathias
Tombaugh.
1819 Mar. 20" Inventory and account of
sales and widow's account
filed.
1820 Nov. 28" Account for settlement
filed.
Admr. Doc. "A", page 44.
Stark County Probate Court.

No. 10.

Peter and Eli Wise's
Guardian,
(wards aged 10 and
5 years respectively)

1819 Feb. 8" Ullery Shively, Gdn.
" " " Bond filed.
" " " Letters issued.
No further record.

Journal "B", page 217,
Stark County Clerk's Office.

No. 11.

Daniel and Anne
Wise's Guardian,
(Wards aged 8 and
1 years respectively)

1819 Feb. 8" Daniel Markley, Gdn.
" " " Bond filed.
" " " Letters issued.
No further record.

Journal "B", page 217.
Stark County Clerk's Office.

No. 12.

George & Sally
Wise's Guardian,
(Wards aged 8 and 3
years respectively)

1819 Feb. 8" John Kryder, Gdn.
" " " Bond filed.
" " " Letters issued.
No further record.

Journal "B", page 217.
Stark County Clerk's Office.

No. 13.

Peter Wise,
-vs-
Elizabeth Wise,
Peter Wise,
George Wise,
Daniel Wise,
Eli Wise,
Sally Wise,
Anne Wise,
heirs at law of
Daniel Wise, deo'd.

CHANCERY.

1819 Sept. 15" Petition filed, Subpoena
issued.
" Nov. 29" Returned served on all
except George Wise and
Anna Wise.
" " " James W. Lathrop appoint-
ed Guardian ad litem.

1820 Jan. 19" Answer filed.
1821 Aug. 8" Decree entered.
App. Doc. "C", page 406.
Rec. Vol. "F", page 162.
Stark County Clerk's Office.

Petition recites that on Oct. 9, 1817, said plaintiff entered into a contract with one Daniel Wise for the purchase from him of the northeast quarter of Sec. #11, Twp. #11, Range #8, 100 acres of land which were deeded to said Daniel by the Executors of the last will and testament of Jacob Newman, dec'd., and the northwest quarter of Sec. #12, Twp. #11, Range #8. That said Daniel for the consideration mentioned in said contract agreed to make good and sufficient deeds of conveyance to said plaintiff on April 1, 1818, for said lands. That after the making of said contract and before the completing of the same the said Daniel died intestate leaving Elizabeth Wise his widow and Peter, George, Daniel, Eli, Sally and Anna Wise, his children and only heirs at law, all of which children are minors under 21 years of age. That said plaintiff has done everything to be performed on his part according to the true interest and meaning of the aforesaid contract and that he is well entitled in equity to have a good and sufficient deed or deeds of conveyance from the widow and heirs of the said Daniel Wise, deceased.

That said defendants be compelled by decree of the Court to make and execute to said plaintiff within a reasonable time good and sufficient deeds of release to said plaintiff of all interest which they claim as widow and heirs at law of the said Daniel Wise, deceased, in all the land aforesaid described, covenanted to be conveyed by the said Daniel Wise to the said Peter Wise.

Notice ordered served on Elizabeth, Peter, George, Daniel, Eli, Sally and Anna Wise by the Sheriff of Stark County, Ohio.

STATE OF OHIO)

(SS:

STARK COUNTY)

Served by reading on all except George Wise and Anna Wise who are not to be found.

M. Andrews, Sheriff.

James W. Lathrop appointed Guardian ad litem for Peter, George, Daniel, Eli, Sally and Anna Wise.

Answer of Guardian ad litem asks the Court to protect the interests of his said wards.

The Court decrees that the northeast quarter of Sec. #11, Twp. #11, Range #8, 100 acres of land which was deeded to said Daniel Wise by the Executors of the last will and testament of Jacob Newman, deceased, being off the south side of the south east quarter of Sec. #2, Twp. #11, Range #8, and also the north west quarter of Sec. #12, Twp. #11, Range #8, is in equity the property of the plaintiff and that he of right is possessed thereof. And the Court do further order and adjudge and decree that the said widow and heirs at law execute and deliver to said plaintiff good and sufficient deeds of release of said tracts of land in said petition mentioned and described under the penalty of \$10,000.00 each in the following manner, that is to say: the widow and such of the heirs as are now of full age must make and deliver such deeds of release within one year from the date of this decree and such of said defendants as are now minors within one year after each of them shall arrive at the age of 21 years and shall have been notified of this decree.

We find no deeds from the widow or any of the heirs at law of said Daniel Wise, deceased, to Peter Wise for the lands described in the decree, as ordered therein.

Peter Wise's
Will.

Dated Oct. 2, 1821.
Recorded in Will Rec. "A", page
39.

Stark County Probate Court.

ITEM 1": I give and bequeath to my dear wife, the lawful interest of \$1000.00 to be paid to her annually from the day of my death by my two sons Adam and Abraham Wise, in equail sums and further the said Adam and Abraham shall furnish and procure for the use of my widow a house or room, warm and comfortable with a stove or fire place in the same, or both if required on the plantation where I now live.

ITEM 2": I give and devise to my grandchildren, namely: Peter, George, Elias, Sarah and Aney Wise, heirs at law of my son Daniel Wise (deceased) one equal share with the rest of my heirs including such property which I gave to my son Daniel in his lifetime.

ITEM 3": I give and devise to my son, Andrew that quarter section of land which I bought of Jacob Painter in Stark County which I deeded to my son Andrew some time since and to be considered his part up to this date.

ITEM 4": I give and devise to my son, Peter Wise the northeast quarter of Sec. #1, Twp. #11, Range #8.

ITEM 5": I give and devise to my two sons Adam and Abraham Wise, each an equal share of the following property as follows: the northeast quarter of Sec. #11, Twp. #11, Range #8, also 100 acres of land off the southeast quarter of Sec. #2, Twp. and Range last aforesaid and adjoining the north side of the north east quarter aforesaid. * * *

ITEM 6": I give and devise to my son Jacob Wise, the south half of Sec. #19, Twp. #19, Range #7, also one lot of land lying and being in the town of Canton, in Stark County, containing 6 acres, be the same more or less, and deeded to me by my son, Andrew and Hannah, his wife, also two other half lots lying in the Town and County aforesaid, being parts of lots #167 and 168 as distinguished on the plat of said Town. * *

ITEM 7": I give and devise to my daughter, Catharine Shidelar, the quarter section of land where she is now living with 9 or 10 acres more adjoining said quarter and deeded to me by Rudolph Baer.

ITEM 8": I give and devise to my daughter Susanna Tonnbaugh, the southwest quarter of Sec. #29, Twp. #19, Range #7.

ITEM 9": I give and devise to my daughter, Hannah Zoller, \$1000. for which I have given her a claw on the plantation in Washington County and State of Pennsylvania, which I have sold to my son Andrew.

ITEM 10": I give and devise to my daughter, Molly Bricker, the southwest quarter of Sec. #6, Twp. #19, Range #7, also lot #109, in the Town of Canton, Stark County, and deeded to me by Andrew Wise and Hanna, his wife, said deed bearing date the 25" day of June 1821.

ITEM 11": I give and devise to my daughter, Elizabeth Wise, the southeast quarter of Sec. #6, Twp. #19, Range #7, also lot #110, situate in the Town of Canton, and deeded to me by Andrew Wise and Hannah, his wife. * * *

ITEM 12": I give and devise to my daughter, Rebecca Wise, the southeast quarter of Sec. #30, Twp. #23, Range #18, lying and being in the County of Richland, and State of Ohio, also lot #111 in the Town of Canton. * * *

ITEM 13": And now I wish it to be so understood so fare as I have given and devist to each of my heirs to be considered equal except the devise given to my two sons namely Adam and Abraham Wise, which I consider worth \$4000.00 more than their equal share, \$1000.00. I order to remain in the hands of the said Adam and Abraham Wise, turing the life of my widow, the interest as aforesaid to be paid yearly to my said wife and the balance being \$3000.00 which I order to be paid by my two sons, their heirs, executors or administrators or assigns or either of them in eight equal annual payments from the day of my death and I further order that after the death of my widow the \$1000.00 which is to remain in the hands of my two sons, their heirs, executors and administrators turing the life of my widow the property which I will to them shall be bound for the payment of the same after his death, in three annual payments but should it so happen that my wife should die in a shorter term of time than 8 years after my death when I order the whole amount of \$4000.00 to be paid by my two sons Adam and Abraham Wise, their heirs, executors or administrators in eleven annual equal payments from the day of my death.

LASTLY: I constitute and appoint Anthony Housel and John Hoover my lawful Executors of this my last will and testament.

Peter Wise's
Estate.

1822 Jan. 19" Letters testamentary,
A. Housel and John Hoover.
" Mar. 11" Inventory and account of
sales filed.
" Apr. 17" Schedule filed.
" Nov. 26" Inventory of articles
bequeathed filed.
1828 Nov. 7" Partial account filed.
No further record.
Admr. Doc. "A", page 58.
Stark County Probate Court.

ARTICLE OF AGREEMENT made and fully agreed upon this 31st day of Jan. 1822, by and between Adam and Abraham Wise, both of Plain Township, Stark County, State of Ohio, witnesseth: that whereas by the last will and testament of Peter Wise, late of the Township and County aforesaid, deceased, hath devised unto the aforesaid Adam and Abraham Wise jointly contain goods and chattels, lands and tenements, also if the said Adam and Abraham Wise do except the bequeath given to them by said will the shall be bound to pay the sum of \$4000. in ten or eleven annual payments from the day of the death of the aforesaid Peter Wise to the heirs at law or to pay the lawful debts of the said Peter Wise.

Now know ye, that I, the aforesaid Abraham Wise, do by these presents relinquish all my right and title of, in and to the aforesaid goods and chattels, lands and tenements, except as hereinafter explained, and I the aforesaid Adam Wise, do by these presents obligate myself, my heirs, executors and administrators or either of them jointly and severally to pay the sum of \$4000.00 agreeable to the tenor of said will and testament. Also I, the aforesaid Adam Wise, do further obligate myself as aforesaid to deliver or cause to be delivered unto the aforesaid Abraham Wise his heirs or assigns in fee simple a lawful deed of conveyance for the northwest quarter of Sec. #12, Twp. #11, Range #8.

Except 20 acres in a square form in the southwest corner of said quarter, also I, the aforesaid Adam Wise, do further obligate myself as aforesaid to include in the conveyance aforesaid, 20 acres of land off the northeast quarter of Sec. #11, Twp. #11, Range #8, in the following form, beginning below the Mill Dam, on Nimishillin Creek, so as to include M. Stayl's improvement; thence running down the creek with the merandres of said creek so far as to include 20 acres by running due east to the section line between Section #11 and 12,

and the said Abraham Wise also takes of the goods and chattels, devised in said will for his own use one horse with the hors geers thereunto belonging and one single tree and I, the said Adam Wise do hereby exonerate the aforesaid Abraham Wise, his heirs, Executors or Administrators from paying of any part of the aforesaid \$4000.00 specified in the will aforesaid.

Also I, the aforesaid Adam Wise, do further obligate myself, my heirs, executors or administrator or assigns to execute a lawful deed of conveyance as aforesaid to the aforesaid Abraham Wise, his heirs or assigns as soon as the same can be had from the Executors of the last will and testament of the aforesaid Peter Wise, I testimony of which we the parties aforesaid set our hands and seals the date first above on the other side written.

Conratf bvoimbay,
Peter Elie.

Witness:
Adam Wise, (Seal)
Abraham Wise, (Seal)

We hereby severally acknowledge to have received the deed required by the within article, and that we have divided and received the personal property as therein specified.

Given under our hands and seals the 31st day of Dec. 1829.
Attest: John Grubb, Adam Wise, (Seal)
Received Dec. 7, 1831. Abraham Wise, (Seal)
Vol. "I", page 616.

No. 18.

Abraham Wise,
and wife,
to
Adam Wise.

Quit Claim Deed \$1.00.
Dated Dec. 31, 1829.
Rec. for rec. Dec. 20, 1831.
Vol. "I", page 617.

Quit claims all the northeast quarter of Sec. #11, Twp. #11, Range #8, Stark County, except 20 acres of the same bounded as follows, to-wit: Beginning at the stump; thence south west $13\frac{1}{2}$ perches to a post; thence southwest 44 perches to a post 46⁰; thence southwest $24\frac{1}{2}$ perches to a post 40⁰; thence east 62 perches to a post; thence north 89 perches to a post; thence west 8 perches to the place of beginning, containing 20 acres and 8 perches.

Also 100 acres of the southeast quarter of Sec. #2, Twp. #11, Range #10 in Stark County, adjoining the north side of the aforesaid southeast quarter of Sec. #11, being lands devised to said Adam and Abraham by their father Peter Wise, by his will dated October 2, 1821.

NOTE: Wife's name is given as Polly Wise in body of deed and acknowledgment but she signs said deed "Mary Wise."

Abraham Wise,
and wife,
to
Adam Wise,

Quit Claim Deed \$2100.00,
Dated June 12, 1832.
Rec. for rec. July 9, 1833.
Vol. "K", page 424.

Quit claims all right, title, interest and claim in and to the northeast quarter of Sec. #11, Twp. #11, Range #8.

Also 100 acres of land off of the southeast quarter of Sec. #2, Twp. and Range aforesaid, and adjoining the north side of the northeast quarter aforesaid.

Also the northwest quarter of Sec. #12, Twp. #11, Range #8, with all the buildings, mills, carding machines which are on the premises last aforesaid.

And it is hereby mutually covenanted and agreed by and between said parties to this indenture, each for himself, his heirs and assigns forever, that all articles of agreement or covenants or bargains of whatsoever kind (and particularly as herein mentioned, to-wit: An Article of Agreement dated the 31st of Jan. 1822 recorded the 19th of Dec. 1831, in Deed Book "I", page 616, and 617 in the records of Stark County, Ohio. An Article of Agreement dated the 21st day of Feb. 1832, and also an article of agreement dated the 21st day of Apr. 1832) which in any wise relate to or appertain to the above described premises are hereby rescinded and annulled.

We do not find the two articles of agreement last above referred to, dated Feb. 21, 1832, and April 21, 1832, on record in Stark County, Ohio.

Adam Wise,
and wife,
to
Aaron S. Wise.

Warranty Deed \$4000.00.
Dated Feb. 29, 1848.
Rec. for rec. Nov. 22, 1848.
Vol. 41, page 250,

Conveys part of the northeast quarter of Sec. #11, Twp. #11, Range #8, beginning on the west line of said quarter at the point where that line intersects the north bank of the Race from Beaver Run, hereinafter mentioned, 4 chains from the northwest corner of said quarter; thence southerly along the quarter line 36 chains to the southwest corner of the quarter along the center of the section; thence easterly along the quarter line 19 chains 39 links to the center of the creek known as the Middle Branch of the Nimishillen; thence up the central line of said creek, with the meanderings thereof, to the bridge of the Randolph Road, over the same courses and distance along said Creek, being by survey as follows: north $39\frac{1}{4}^{\circ}$ west 5 chains and 51 links; north $19\frac{1}{4}^{\circ}$ west 3 chains 90 links; north 34° west 4 chains 82 links; north $9\frac{1}{4}^{\circ}$ west 6 chains 65 links; north $68\frac{1}{4}^{\circ}$ east 6 chains 75 links; north $53\frac{1}{2}^{\circ}$ east 2 chains 15 links; north $21\frac{1}{2}^{\circ}$ east 5 chains 27 links; thence from said bridge north 65° west along said Randolph Road 5 chains 75 links to the road leading from said tract to Canton; thence south $38\frac{1}{4}^{\circ}$ west along said Canton Road 1 chain 37 links to the north bank of the race leading from Beaver Run, so called; thence along the north bank of said race to the place of beginning, the courses and distances along said north bank by survey as follows: north $53\frac{1}{2}^{\circ}$ west 8 chains; north $87\frac{1}{2}^{\circ}$ west 1 chain 75 links; north $59\frac{3}{4}^{\circ}$ west 6 chains 32 links containing 49.19 acres. Also the right to keep up the Mill Dam on the tract of land northerly of the tract hereby conveyed and to overflow the land thereby as has heretofore been usual and to keep up and maintain the race leading from said dam and also a Right of Way from said Randolph Road by the private road along the west line of John Essig's land to the school house and thence to and about said dam. Also gravel or erth enuff on the east bank of said dam for the purpose of re-newing or repairing the same and a Right of Way elsewhere over said adjacent tract for the purpose aforesaid or for the purpose of repairing the race leading ---- said dam, provided no damage be done thereby to said tract or the crops growing therein, and I further more grant to said Aaron S. Wise his heirs and assigns, the right of keeping up the race from Beaver run aforesaid and the dam across the same creek of flowing land as has heretofore been usual on the 10 acre tract adjoining the land hereby conveyed and which tract was conveyed to me by Henry Firestone and wife, by deed dated Sept. 4, 1841, and recorded in Book "Z", page 524.

NOTE: The wife's name is written: "Phebe Wise" in body of deed and acknowledgment but she signed "Phoebe G. Wise."

Adam Wise,
to
Aaron S. Wise.

Warranty Deed \$7328.00.
Dated Jan. 6, 1855,
Rec. for rec. Apr. 27, 1855,
Vol. 61, page 221.

Conveys all of the northeast quarter of Sec. #11, Twp. #11, Range #8, excepting 49.19 acres deeded to the said Aaron S. Wise on Feb. 29, 1848, and also one other tract out of said quarter, containing 39.12 acres deeded to Hiram R. Wise, Dec. 29, 1849.

Also part of the same northwest quarter of Sec. #12, Twp. #11, Range #8, bounded as follows, to-wit: Commencing at the southwest corner of said quarter; thence east 24 chains and 60 links along south line of said quarter; thence north 13 chains and 82 links; thence west 24 chains and 60 links to the west line of said quarter; thence south 13 chains and 82 links to the place of beginning, containing 34 acres.

Also another tract of 100 acres being the south end of the southeast quarter of Sec. #2, Twp. #11, Range #8, excepting 16.30 acres on the east side of the mill dam and creek being bounded as follows, to-wit: Commencing at the southeast corner of said tract; thence north 25.07 chains along east line of said quarter; thence west 13.86 chains along the north line of said 100 acre tract; thence ~~20~~ east 6.15 chains; thence south 39.3 7.10 chains; thence east along south line of said quarter 4.80 chains to the place of beginning, being according to the survey of John Witacre made May 11, 1854, the water edge of the dam and creek to be the west boundary of said 16.30 acre tract.

NOTE: Deed does not recite that grantor is unmarried.

Aaron S. Wise's
Will.

Dated Sept. 14, 1857.
Probated July 10, 1858.
Will Rec. "C", page 286,
Stark County Probate Court,

ITEM 1": I give and bequeath to my wife Catharine Wise, all the household and kitchen furniture beds and bedding as we now possess, one horse, one carriage and harness as also one half in money of the proceeds of all my property not otherwise disposed of.

(over)

ITEM 2": I give and bequeath to my children Phebe J. Wise, Henry A. Wise, Amandy E. Wise and Barbary Ellen Wise, each an equal part of the ballence of my property in money.

ITEM 3":- I give and bequeath to the Bablist foreign Missioary Society, Two Hundred Dollars.

ITEM 4": I hereby constitute and appoint Hiram R. Wise, my lawful Executor of this my last will and testament with the authority of disposing of all the real and personal property not otherwise disposed of.

No. 24.

Aaron S. Wise's
Estate,

1858 July 8" Hiram R. Wise, Exr.
" " " Bond filed and letters
issued,
" Oct. 11" Inventory filed.
1860 Jan. 12" Partial account filed.
1861 Jan. 15" Second account filed.
1898 Apr. 20" Final account filed.
Admr. Doc. "D", page 271.
Stark County Probate Court.

No. 25.

In the second partial account of Hiram R. Wise, Exr, of Aaron S. Wise, we find the following receipt:
"Received, Canton, Ohio, Jan. 15, 1861, of H. R. Wise, Executor of the estate of Aaron S. Wise, deceased, Two Hundred Dollars, which I agree to pay to the Treasurer of the American Baptist Home Mission Society according to the will of said Aaron S. Wise.

Signed, John Danner."

Hiram R. Wise, Executor
of Aaron S. Wise, dec'd.,
to
George Wise,

Exor's. Deed \$9235.00.
Dated Nov. 25, 1859.
Rec. for rec. Nov. 28, 1859.
Vol. 72, page 374.

Conveys 10 acres of land in a square form in the north east corner of the northwest quarter of Sec. #11, in Plain Township, Stark County, Ohio, being the same real estate conveyed by Henry Firestone, to Adam Wise by deed recorded in the records of Deeds of said Stark County, Book "Z", pages 524 and 525 together with all the water rights and mill privileges granted by said Firestone to said Adam Wise in said deed.

Also part of the northeast quarter of said Sec. #11, Plain Twp., Stark County, Ohio, bounded as follows: Beginning at the northwest corner of said northeast quarter; thence south on the west line of said quarter to the southwest corner of said quarter; thence east on said quarter line 28 chains and 33 links; thence north $34\frac{1}{2}^{\circ}$ west 11 chains and 77 links; thence north 8° west 2 chains and 50 links; thence north $23\frac{3}{4}^{\circ}$ west 9 chains and 24 links; thence north $51\frac{3}{4}^{\circ}$ east 9 chains and 50 links; thence north $77\frac{1}{2}^{\circ}$ west 4 chains and 84 links; thence north 65° west 5 chains 75 links; thence south $38\frac{3}{4}^{\circ}$ west 1 chain and 20 links; thence north $53\frac{1}{2}^{\circ}$ west 7 chains and 50 links; thence north $36\frac{1}{2}^{\circ}$ east 18 links; thence north $53\frac{1}{2}^{\circ}$ west 1 chain and 6 links; thence north $71\frac{1}{4}^{\circ}$ west 1 chain and 50 links; thence north 45° west 3 chains and 72 links; thence north $5\frac{1}{4}^{\circ}$ west 3 chains and 52 links; thence north $81\frac{1}{2}^{\circ}$ west 2 chains and 48 links to the place of beginning, containing 69.83 acres more or less.

I also by virtue of the power and authority aforesaid (will of Aaron S. Wise) and for the consideration aforesaid do further grant and convey to said George Wise, his heirs and assigns the right to keep up the mill dam on the west of land northwardly of the tract hereby conveyed and to overflow the land thereby as heretofore been usual, and to keep up and maintain the race leading from said dam and also a right of way from John Essig's land to the school house and thence to and about said dam.

Also the right to take gravel or earth enough on the east side of said dam for the purpose of removing and repairing the same.

Also a right of way elsewhere over said adjacent tract for the purpose aforesaid or for the purpose of repairing the race leading from said dam provided no damage be done thereby to said tract or the crops growing thereon.

Also the right of keeping up the race from Beaver Run and the dam across the same and of flowing the land as has heretofore been usual on the 10 acre lot first above described.

Acknowledged by "Hiram R. Wise the grantor."

Hiram R. Wise, Exor, of
 Aaron S. Wise, deceased,
 to
 Catherine Wise.

Exor's. Deed \$8960.00,
 Dated Nov. 5, 1859,
 Rec. for rec. July 1, 1861.
 Vol. 76, page 306.

Refers to provisions of will of Aaron S. Wise authorizing Executor to sell real estate, part of the southeast quarter of Sec. #2, and the northeast quarter of Sec. #11, Twp. #11, Range #8, beginning at the southeast corner of said southeast quarter of Sec. #2; thence north 25.07 chains; thence west 40 chains to the west line of said quarter; thence south with the west line of said quarter to the southwest corner of said quarter, 25.07 chains; thence south $81\frac{1}{2}^{\circ}$ east 2.48 chains; thence south $65\frac{1}{4}^{\circ}$ east 3.52 chains; thence south 45° east 3.72 chains; thence south $71\frac{1}{4}^{\circ}$ east 1.50 chains; thence south $53\frac{1}{2}^{\circ}$ east 1.06 chains; thence south $36\frac{1}{2}^{\circ}$ west 18 links; thence south $53\frac{1}{2}^{\circ}$ east 7.50 chains; thence north $38\frac{3}{4}^{\circ}$ east 1.28 chains; thence south 65° east 5.75 chains; thence south $77\frac{1}{4}^{\circ}$ east 4.84 chains; thence north $8\frac{1}{2}^{\circ}$ east 3.34 links; thence north $40\frac{1}{2}^{\circ}$ east 13.67 chains to the section line; thence east on the said section line 6.09 chains to the place of beginning excepting therefrom 16.30 acres on the east side of the Mill Dam and Creek described as follows: Commencing at the southeast corner of said southeast quarter; thence north 25.07 chains along the east line of said quarter; thence west 13.86 chains along the north line of the tract hereby conveyed; thence south $20\frac{3}{4}^{\circ}$ east 15 chains; thence south 39° east 7.10 chains; thence south $33\frac{1}{4}^{\circ}$ east 4.70 chains; thence south $2\frac{1}{2}^{\circ}$ east 5.55 chains; thence south 21° west 6.50 chains; thence east along the south line of said quarter 4.80 chains to the place of beginning, being the same 16.30 acres excepted in a deed from Adam Wise to the said Aaron S. Wise, recorded in Vol. 61, page 221, Stark County Recorder's Office.

No. 28.

Catherine Wise, widow
 of Aaron Wise,
 to
 George Wise.

Warranty Deed \$11000.00,
 Dated July 1, 1861,
 Rec. for rec. July 1, 1861,
 Vol. 76, page 308.

Conveys same as Section #27.

George Wise,
and wife,
to
Christian Wise.

Warranty Deed \$4290.00,
Dated May 3, 1880.
Rec. for rec. Dec, 6, 1880.
Vol. 172, page 190.

Conveys part of the southeast quarter of Section #2, Twp. #11, Range #8, beginning for the same at a stone in the west line of said quarter at the southwest corner of lands owned by Hiram H. Housel in said quarter; thence south $86\frac{3}{4}^{\circ}$ east 24.08 chains to the center of the road leading from Middlebranch to Hartville; thence south $15\frac{1}{2}^{\circ}$ west along said road 14.92 chains; thence north $86\frac{3}{4}^{\circ}$ west 20.83 chains to said west line of said quarter; thence north 3° east 14.70 chains to place of beginning containing 33 acres of land.

On June 7, 1870, Daniel Warner deeded to Hiram H. Housel part of the northeast and southeast quarters of Sec. #2 and part of the northwest and southwest quarters of Sec. #1, Twp. #11, R. #8, beginning at the northwest corner of said northeast quarter of Sec. #2; thence east along the quarter line 35.20 chains; thence south 5° east 23 chains; thence south $25\frac{3}{4}^{\circ}$ east 5.25 chains; thence south $37\frac{3}{4}^{\circ}$ east 2.75 chains to a cherry tree; thence north 78° east 1.62 chains; thence south 12° east 3.75 chains; thence south 9° east 5 chains to a white oak tree; thence south $7\frac{3}{4}^{\circ}$ west 5.20 chains to the south line of the northwest quarter of Sec. 1; thence north 87° west 2.53 chains; thence south $6\frac{1}{2}^{\circ}$ west 7.31 chains; thence north 84° west 2.33 chains to the section line; thence south along the section line 2° 45' west 10.71 chains; thence north 87° west 40.03 chains to the west line of the south east quarter of Sec. #2; thence north along said west line and the west line of the northeast quarter 61.20 chains to the place of beginning containing 243 acres, except $2\frac{1}{2}$ acres thereof now owned by Levi Cocklin. Also other property in Lake Township.
Vol. 112, page 186.

NOTE: Inserted for purpose of showing starting point of premises described in Section #29 above.

No. 31.

George Wise,
and wife,
to
Christian Wise.

Warranty Deed \$7040.00.
Dated May 23, 1881.
Rec. for rec. Aug. 17, 1881.
Vol. 177, page 504.

Conveys part of the northeast quarter of Sec. #2, and part of the northeast quarter of Sec. #11, of Twp. #11, Range #8, beginning at a point in the west line of said southwest quarter 2.60 chains north of the southwest corner thereof; thence south $86\frac{1}{4}^{\circ}$ east 11.89 chains to middle line of Railway; thence north $24\frac{1}{2}^{\circ}$ east 8.42 chains; thence north $86\frac{1}{4}^{\circ}$ west 14.99 chains; thence south $3\frac{3}{4}^{\circ}$ west 7.88 chains to the place of beginning, containing 10.53 acres excepting the right of way of Railway; also part of the same quarter section beginning for the same at the southeast corner of the southeast quarter of Sec. #2; thence north $3\frac{3}{4}^{\circ}$ east 25.07 chains; thence north $86\frac{1}{4}^{\circ}$ west to the center of Randolph Road; thence south $15\frac{1}{2}^{\circ}$ west 14.87 chains; thence south $19\frac{1}{2}^{\circ}$ west 5.23 chains; thence south 65° east 10.89 chains to east bank of race; thence south 45° west 1.15 chains; thence south $52\frac{1}{2}^{\circ}$ west 1.44 chains to quarter line; thence same course 9.80 chains; thence south 44° west 6.34 chains to road; thence south $63\frac{1}{2}^{\circ}$ east 3.92 chains; thence south 76° east 4.84 chains; thence north $8\frac{1}{2}^{\circ}$ east 3.54 chains; thence north $41\frac{1}{2}^{\circ}$ east 13.67 chains; thence south $86\frac{3}{4}^{\circ}$ east 6.09 chains to the place of beginning, containing 62.45 acres of land, excepting 13.90 acres off the east part owned by Ambrose A. Augustine. Also excepting the water privilege existing on said premises. Also the right to enter premises and repair the same.

NOTE: The 13.90 acre tract excepted above is not involved in the premises herein abstracted.

No. 32.

George Wise,
and wife,
to
Peter C. Wise.

Warranty Deed \$10000.00.
Dated May 23, 1881.
Rec. for rec. Nov. 29, 1881.
Vol. 179, page 447.

Conveys part of the northeast quarter of Sec. #11, Twp. #11, Range #8, beginning at a point where the Randolph Road intersects the south line of said quarter section 2.27 chains east from the southwest corner thereof; thence along said road north $7\frac{1}{4}^{\circ}$ east 10.50 chains; thence north $23\frac{1}{4}^{\circ}$ east 7 chains; thence north 34° east 6.82 chains; thence north $48\frac{1}{4}^{\circ}$ east 7.55 chains; thence north $40\frac{1}{4}^{\circ}$ east 1.20 chains; thence north $22\frac{3}{4}^{\circ}$ east 5 chains; thence north $18\frac{1}{4}^{\circ}$ east 3 chains;

(over)

thence south $63\frac{1}{2}^{\circ}$ east 5.38 chains to east bank of race;
thence south $52\frac{1}{2}^{\circ}$ west 2.13 chains; thence south 44° west 6.34
chains to highway; thence south $63\frac{1}{2}^{\circ}$ east 3.92 chains; thence
south 76° east 4.84 chains; thence south $53\frac{1}{4}^{\circ}$ west 9.50 chains;
thence south $21\frac{1}{4}^{\circ}$ east 9.24 chains; thence south 8° east 2.50
chains; thence south 45° west 2.13 chains; thence south $26\frac{1}{2}^{\circ}$
west 4.50 chains; thence south 34° east 4.48 chains to south
line of quarter section; thence north $86\frac{1}{4}^{\circ}$ west 18.28 chains to
the place of beginning, containing 42.54 acres. Also the water
privilege existing on said premises excepting that the said
George Wise reserves during his natural lifetime the 1/10
interest in the flouring mill on said premises.

No. 33.

George Wise,
Susanna, his wife,
to
Peter C. Wise.

Quit Claim Deed \$1000.00.
Dated Dec. 7th 1891.
Rec. for rec. Feb. 18th 1893.
Vol. 295, page 478.

Quit claims all right and title in and to the 42.54
acres described in Sec. 32. Also the water privilege existing
on said premises.

No. 33A.

George Wise and wife,
to
Boswell Wise.

Warranty Deed \$4813.00.
Dated Apr. 1st 1881.
Rec. for rec. June 23rd 1881.
Vol. 177, page 203.

Conveys part of the Northeast Quarter of Section
#11, Twp. #11, R. #8, beginning for the same at the northwest
corner of said quarter section; thence south 80° east 2.48
chains; thence south 52° east 3.52 chains; thence south $42\frac{1}{2}^{\circ}$
east 3.72 chains; thence south $69\frac{3}{4}^{\circ}$ east 1.50 chains; thence
south 52° east 67 links; thence south $42\frac{1}{2}^{\circ}$ west 3.56 chains;
thence north $89\frac{1}{4}^{\circ}$ west 2.10 chains; thence north 85° 25' west
3.20 chains; thence to the west line of quarter; thence south
 $32\frac{1}{4}^{\circ}$ west 30 chains to southwest corner of said quarter section;
thence south 86° east 2.27 chains to center of road; thence
along said road north 7° 10' east 10.50 chains; thence north
 $23\frac{1}{4}^{\circ}$ east 7 chains; thence north 34° east 6.82 chains; thence

(over)

north $48\frac{1}{4}^{\circ}$ east 7.55 chains; thence north $40\frac{1}{4}^{\circ}$ east 1.20 chains; thence north $22\frac{3}{4}^{\circ}$ east 5 chains; thence north $18\frac{1}{4}^{\circ}$ east 6.13 chains to north line of said quarter section; thence north 86° west along said line 17.75 chains to the place of beginning, containing 31.93 acres. Excepting the right of way of the Connotton Valley Railway. Also excepting water right existing on said premises. Also excepting the following described strip of land beginning for the same at a point on the north side of the public highway running east and west through Middlebranch distant 100 feet from the middle line of the main track of said Railway as the same is located and constructed; thence northwardly and parallel to said middle line 350 feet; thence westwardly and parallel to said highway 25 feet; thence northwardly and parallel to said main track 175 feet; thence westwardly and parallel to said highway 50 feet; thence southwardly and parallel to line of Railroad 525 feet to said highway; thence eastwardly to place of beginning 75 feet, containing $\frac{79}{100}$ of an acre.

NOTE:- Connotton Valley Railway now The W. & L. E. Ry.
The excepted parts do not affect premises herein abstracted.

Also part of the Southeast Quarter of Sec. #2, Twp. #11, R. #8, beginning for the same at the southwest corner of said quarter; thence south 86° east along south line of quarter 10.95 chains to Railroad; thence north $23\frac{3}{4}^{\circ}$ east 2.77 chains; thence north 86° west 11.80 chains; thence south $3\frac{3}{4}^{\circ}$ west 2.60 chains to the place of beginning, containing 2.94 acres more or less, excepting the right of way for Railroad over said premises.

NOTE:- The two tracts above described include within their boundaries lots 1 to 9, 69 to 93 and 95 to 113 all inclusive.

No. 34.

The Village of Central
Middle Branch.

Plat
Dated Aug. 9" 1881,
Rec. for rec. Sept. 5" 1881.
Plat Rec. 3, page 7.

Plat laid out on the Northeast Quarter of Sec. #11,
and the Southeast Quarter of Sec. #2, Twp. #11, Range #8,
Stark County, Ohio.

(over)

STATE OF OHIO)
) SS:
STARK COUNTY)

Before me the undersigned authority within and for said County personally appeared the following named persons, viz: George Wise, proprietor of Lots #12 to #22 inclusive and #52 to #67 inclusive, also Lot #94 and joint proprietor with Boswell E. Wise of #10, 11 and 68, also as joint proprietor with Christian Wise of Lots #24 to 28; Boswell E. Wise proprietor of lots #1 to 9 inclusive, 69 to 93 inclusive and 95 to 113 inclusive; Christian Wise proprietor of #23 and of #29 to 57 inclusive; also of Out Lot F; Peter C. Wise proprietor of Out Lots A, B, C, D, and E and severally acknowledged that they laid out Village for the purpose of making a town in compliance with the requirements of the Statutes of Ohio, in such cases made and provided.

In Witness Whereof, thereunto set my hand and official seal this 9th day of August, A. D. 1881.

R. Z. Wise, County Surveyor,
Stark County, Ohio.

No. 34A.

George Wise and wife,
to
Boswell E. Wise.

Warranty Deed \$300.00.
Dated Nov. 30" 1881.
Rec. for rec. Apr. 18" 1882.
Vol. 187, page 123.

Conveys Lots #17, 18 & 19, in said Village of Central Middle Branch.

No. 35.

We find no Will of Bazil E. Wise on record in the Stark County Probate Court.

No. 36.

Bazil E. Wise's Estate

1928 Dec. 13" Application for letters filed.

The First National Bank of Canton, Ohio, Admr.

" " " Bond not required.

" " " Letters issued.

1929 Jan. 15" Proof of publication filed.

" " 24" Inventory and appraisal filed.

" Dec. 16" First account filed.

Admr. Doc. "v", page 526.

Stark County Probate Court.



Application for letters of administration recites that Basil E. Wise died Dec. 17, 1928, leaving Mary J. Wise, his widow, and the following person his only next of kin; Hugo Paul Wise, Son, Baltimore, Md.

The First National Bank, Admr. of the estate of Basil E. Wise, deceased;
 -vs-
 Mary J. Wise,
 Hugo Paul Wise,
 John Graber.

SALE OF REAL ESTATE.

1929	Oct. 10"	Petition to sell real estate filed.
"	Nov. 20"	Answer of Hugo Paul Wise filed.
"	" "	Waiver of service of summons of Hugo Paul Wise filed.
"	" "	Waiver of summons and consent to sell by Mary J. Wise filed.
"	" 30"	Answer and cross petition of John Graber filed.
"	Dec. 6"	Answer of Mary J. Wise widow filed.
1930	Jan. 6"	Appraisement ordered.
"	" "	Order of appraisement issued.
"	Feb. 21"	Order of appraisement returned. Property appraised at \$21715.00.
"	" "	Motion to sell real property at private sale filed.
"	" "	Appraisement confirmed and sale ordered.

Civ. Doc. "U", page 447,
 Stark County Probate Court.

Plaintiff represents that it is a corporation and was on Dec. 13, 1928 duly appointed Admr. of the estate of Basil E. Wise, deceased, and is the acting and qualified Administrator of said estate.

Application for letters of administration recites that Basil E. Wise died Dec. 11, 1928, leaving Mary J. Wise, his widow, and the following person his only next of kin: Hugo Paul Wise, Son, Baltimore, Md.

No. 38.

The First National Bank, Admr. of the estate of Basil E. Wise, deceased,
-vs-
Mary J. Wise,
Hugo Paul Wise,
John Graber.

SALE OF REAL ESTATE.

1929 Oct. 10"	Petition to sell real estate filed.
" Nov. 20"	Answer of Hugo Paul Wise filed.
" " "	Waiver of service of summons of Hugo Paul Wise filed.
" " "	Waiver of summons and consent to sell by Mary J. Wise filed.
" " 30"	Answer and cross petition of John Graber filed.
" Dec. 6"	Answer of Mary J. Wise widow filed.
1930 Jan. 6"	Appraisement ordered.
" " "	Order of appraisement issued.
" Feb. 21"	Order of appraisement returned. Property appraised at \$21715.00.
" " "	Motion to sell real property at private sale filed.
" " "	Appraisement confirmed and sale ordered.

Civ. Doc. "U", page 447.
Stark County Probate Court.

Plaintiff represents that it is a corporation and was on Dec. 13, 1928 duly appointed Admr. of the estate of Basil E. Wise, deceased, and is the acting and qualified Administrator of said estate.

(over)

That the total value of the personal estate of said decedent is wholly insufficient to pay debts and costs.

That said Basil E. Wise died seized in fee simple of certain real estate, situate in Central Middlebranch, Stark County, Ohio, described as follows: Lot #1; 15 feet off the south end of Lot #2; Lot #3 except 15 feet off the south end thereof; lot #4; $7\frac{1}{2}$ feet off the south end of lot #5; Lots #9, 10, 11, 13, 14, 15, 17, 18, 19, 62, 63, 66, 67, 68, 69, 70; lot #71 excepting a strip of land off the southwest corner of said lot described as follows: Beginning at the southwest corner of said lot #71; thence north along the west line of said lot to a point in the north line of lot #94 extended; thence east parallel with the south line of said lot #71, 25 feet; thence south and parallel with the west line of said lot to a point on the south line of said lot; thence west along the south line of said lot 25 feet to the place of beginning.

Lot #72 excepting 25 feet off the west end; lot #73 excepting 25 feet off the west end; Lot #74 excepting 25 feet off the west end; Lot #75 excepting 25 feet off the west end; Lot #76 excepting 25 feet off the west end.

Lot #77; $7\frac{1}{2}$ feet off the north ends of lots #78 and 79, Lots #80, 81, 82; part of lot #83 described as follows: a triangular piece of land beginning at the southeast corner of lot #83; thence north $24\frac{1}{2}^{\circ}$ west 183 feet to the northeast corner of said lot #83; thence west along the north line of said lot #83, $32\frac{1}{2}$ feet; thence south 171.6 feet to the place of beginning; lots #89, 91, 92, 93 and 95; lot #96 except 26 feet off the south side thereof; $12\frac{1}{2}$ feet off the south side of lot #99; lot #100 except 80 feet off the north side and 20 feet off the south side; lots #102, 103, 104, 105, 106, 107, 108, 109, 110; $5\frac{1}{2}$ feet off the north side of lot #111; lots #114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, and 126; that part of lot D in said Central Middlebranch described as follows: Beginning at a point in the west line of lot D, 32 feet north of the southwest corner and running thence a distance of 366 feet along said west line; thence south $41^{\circ} 45'$ east 120 feet; thence southwestwardly along a line parallel to the west line of said lot D, 366 feet; thence north $41^{\circ} 45'$ west 120 feet to the place of beginning, containing approximately 1 acre. Plaintiff represents that the said real estate was appraised by the appraisers of the personal estate of said decedent free from any dower estate therein at \$21580.00.

That said decedent died leaving the defendant Mary J. Wise, his widow, who is entitled to dower in said premises; that the defendant Hugo Paul Wise is the only child and heir at law of said decedent; that the defendant John Graber claims to have a mortgage lien on said premises.

The plaintiff therefore prays that the dower of Mary J. Wise may be assigned and set off to her unless she file her answer consenting to sale free of the said dower; that the amount and priority of mortgage of John Graber be determined and your petitioner be authorized to sell said premises.

Waiver of service of summons filed for Hugo Paul Wise. Answer of Hugo Paul Wise says that he voluntarily enters appearance and consents to sale as prayed for. Answer of Mary J. Wise avers that she is the widow of Basil E. Wise, deceased and entitled to dower in said premises; that she freely consents to said sale as prayed for, free of her said dower and that the value of the same be paid to her in money from proceeds of sale.

Answer and cross petition of John Graber sets up a mortgage in the sum of \$6000.00 covering lot #98, said mortgage being recorded in Vol. 971, page 450, Stark County Mortgage records.

Prays that said premises be sold and said mortgage claim be paid out of proceeds.

Premises appraised as follows:

Lot #1, 15 feet S. end Lot #2	\$4000.00.
Lot #3 except 15 feet south end	200.00.
Lot #4	350.00.
7 1/2 ft. S. end Lot #5	50.00.
Lot #9	400.00.
Lot #10	350.00.
Lot #11	350.00.
Lot #13	300.00.
Lot #14	250.00.
Lot #15	275.00.
Lot #17	350.00.
Lot #18	300.00.
Lot #19	250.00.
Lot #62	150.00.
Lot #63	150.00.
Lot #66	100.00.
Lot #67	100.00.
Lot #68	150.00.
Lot #69	150.00.
Lot #70	125.00.
Part Lot #71	50.00.
Lot #72 except 25 feet W. End	50.00.
Lot #73 except 25 feet W. End	50.00.
Lot #74 except 25 feet W. end	50.00.
Lot #75 except 25 feet W. end	50.00.
Lot #76 except 25 feet W. end	75.00.
Lot #77	125.00.
7 1/2 feet N. ends Lots #78 & #79	10.00.
Lot #80	100.00.
Lot #81	100.00.
Lot #82	100.00.
Part Lot #83	10.00.
Lot #89	75.00.
Lot #91	25.00.
Lot #92	50.00.
Lot #93 except 26 feet S. end	500.00.
Lot #100 except 80 ft. N. side & 40 ft. S. side	400.00.
Lot #102	20.00.
Lot #103	250.00.
Lot #104	225.00.
Lot #105	200.00.
Lot #106	200.00.
Lot #107	200.00.
Lot #95	150.00.
	7000.00.

(over)

Lot #108	\$350.00.
Lot #109	300.00.
Lot #110	200.00.
5 1/3 feet N. side Lot #111	75.00.
Lot #114	350.00.
Lot #115	225.00.
Lot #116	200.00.
Lot #117	200.00.
Lot #118	200.00.
Lot #119	150.00.
Lot #120	150.00.
Lot #121	225.00.
Lot #122	200.00.
Lot #123	200.00.
Lot #124	225.00.
Lot #125	100.00.
Lot #126	100.00.
Part Lot "D"	600.00.

Proc from dower estate of Mary J. Wise.

Ordered and decreed that The First National Bank, Admr. proceed to sell said premises, free of dower at private sale at not less than the appraised value upon the following terms:-
 1/3 cash, 1/3 one year, 1/3 two years, secured by mortgage on said premises.

L I E N S

No. 39.

Adam S. Wise,
to
Adam Wise.

Mortgage \$1500.00.
Dated Feb. 29, 1848.
Rec. for rec. May 15, 1849.
Vol. 37, page 420.
Not cancelled.

Covers part of the northeast quarter of Sec. #11, Twp. #11, Range #8, containing 49.19 acres particularly described by metes and bounds in a deed from said Adam Wise and wife to me of same date herewith to which reference is hereby made for a precise description.

Provided that if the said Adam shall pay the several notes of \$500.00 each of same date herewith and payable to said Adam or order, one, two and three years respectively from the first day of April 1848, with annual interest from that date then this instrument shall be void.

NOTE: This mortgage has not been re-filed for record.

No. 40.

George Wise,
to
Hiram R. Wise, Exr. of
Aaron S. Wise, deceased,

Mortgage \$5909.67.
Dated Nov. 28, 1859,
Vol. 75, page 81.

Cancelled July 7, 1868. Signed "H. R. Wise, Exr. of the estate of A. S. Wise, deceased."

No. 41.

George Wise,
to
Catharine Wise.

Mortgage \$1335.00.
Dated Sept. 15, 1866,
Vol. 94, page 40.

Cancelled Nov. 27, 1869. Signed "Catharine Wise."

No. 42.

George Wise,
to
Catherine Wise.

Mortgage \$3000.00.
Dated July 1, 1861.
Vol. 77, page 218.

Cancelled on record June 26, 1868,

No. 43.

George Wise,
to
Henry Hoover.

Mortgage \$2000.00.
Dated Apr. 3, 1868.
Vol. 102, page 31.

Cancelled on record Mar. 27, 1872.

No. 44.

George Wise,
to
Henry Hoover.

Mortgage \$1600.00.
Dated Apr. 1, 1871.
Vol. 113, page 406.

Cancelled on record Feb. 18, 1874 by Daniel Hoover,
Admr. of Henry Hoover, deceased.
For appointment of Admr. see Admr. Doc. "E", page
363, Stark County Probate Office.

No. 45.

George Wise,
to
Robert M. Hamilton.

Mortgage \$1700.00.
Dated Jan. 5, 1872.
Vol. 118, page 278.

Cancelled on record Jan. 19, 1878. Signed "R. M.
Hamilton."

No. 46.

George Wise,
to
Daniel Tombaugh.

Mortgage \$950.00.
Dated Oct. 27, 1874.
Vol. 131, page 474.

Cancelled on record May 1, 1880. Signed "D.
Tombaugh."

No. 47.

George Wise,
to
Daniel Tombaugh.

Mortgage \$900.00.
Dated Oct. 23, 1875.
Vol. 138, page 546.

Cancelled on record May 1, 1880. Signed "D.
Tombaugh."

No. 48.

George Wise,
to
Daniel Tombaugh.

Mortgage \$1500.00.
Dated Sept. 17, 1877.
Vol. 151, page 385.

Cancelled on record Sept. 2, 1880.

No. 49.

Basil E. Wise,
Mary, his wife,
to
Blanche Smith.

Mortgage \$2000.00.
Dated Dec. 1, 1899.
Vol. 374, page 57.

Above mortgage assigned to The First National Bank
of Canton, and cancelled on record May 2, 1902.

No. 50.

NO LEASES OR MECHANIC'S LIENS.

No. 51.

TAXES certified Delinquent Feb. 11th 1930.
No Federal Tax Liens, or Recognizance Liens.

No. 52.

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

No. 53.

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

We hereby certify that the foregoing ABSTRACT OF TITLE consisting of Fifty-three (53) Sections was collated by us from the Official Records of Stark County, Ohio, and that we believe the same is correct and shows every instrument of record affecting the title to the property described in the heading of this Abstract, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio.

January 16th 1931.

The Stark County Auditor
Clark H. Metzger

A F F I D A V I T

STATE OF OHIO,
COUNTY OF SPARK

} SS:

Mary J. Wise, being first duly sworn according to law, deposes and says that she is the widow of Basil E. Wise, deceased; that the Boswell Wise given as grantee in a certain warranty deed dated April 1st, 1881 and recorded in Vol. 177, page 203 conveying a certain tract of land in what is now known as the Village of Central Middlebranch, Stark County, Ohio, the Boswell Wise named in the plat of the said Village of Central Middlebranch, said plat bearing date of August 9, 1881 and recorded in Plat Book 3, page 7 of the Stark County Records, the Basil E. Wise, the administration of whose estate appears in Administration Docket "V", page 526 of the records of the Stark County Probate Court, and the Basil E. Wise named in the proceedings to sell real estate to pay debts, the record of which proceedings is found in Civil Docket "U", page 447, of the records of the Stark County Probate Court, are one and the same person.

Further affiant saith not.

MARY J. WISE

sworn to before me and subscribed in my presence this
13th day of May 1930.

(SEAL)

ELLEN H. DOUBLE

Ellen H. Double,
Notary Public, Stark
County, Ohio.
My Commission expires
Jan. 20, 1933.