

ABSTRACT OF TITLE

TO

Lot #159 in J.C. STEINER'S
LAUREL RIDGE ALLOTMENT #2,
SECTION #4.

SCOS: Robert J. 2/17/67
3611 Northern Ave., NE
North Canton (Plain), O. 44
\$15550 6% 30yrs \$93.26 V4380T

RETURN TO- CITIZENS SAVINGS ASSN
CANTON OHIO

W. E. HIMEBAUGH
ATTORNEY AT LAW
1434 CLEVELAND AVE. N. W.
CANTON 3, OHIO

Plain Township Historical Society

OCT 25

32773

Harold E. Schreffler Jr.,

\$ 13,000.00

LEGAL DESCRIPTION

Lot #159 Laurel Ridge Allot. #2, Sec. 4, Plain Twp. Stark Co. Ohio

LOCATION

Pinecrest N.E.
Canton, Ohio

MORTGAGES

Plain Township Historical Society

60' 15' 60' 15' 60' 15'
for abstract on file

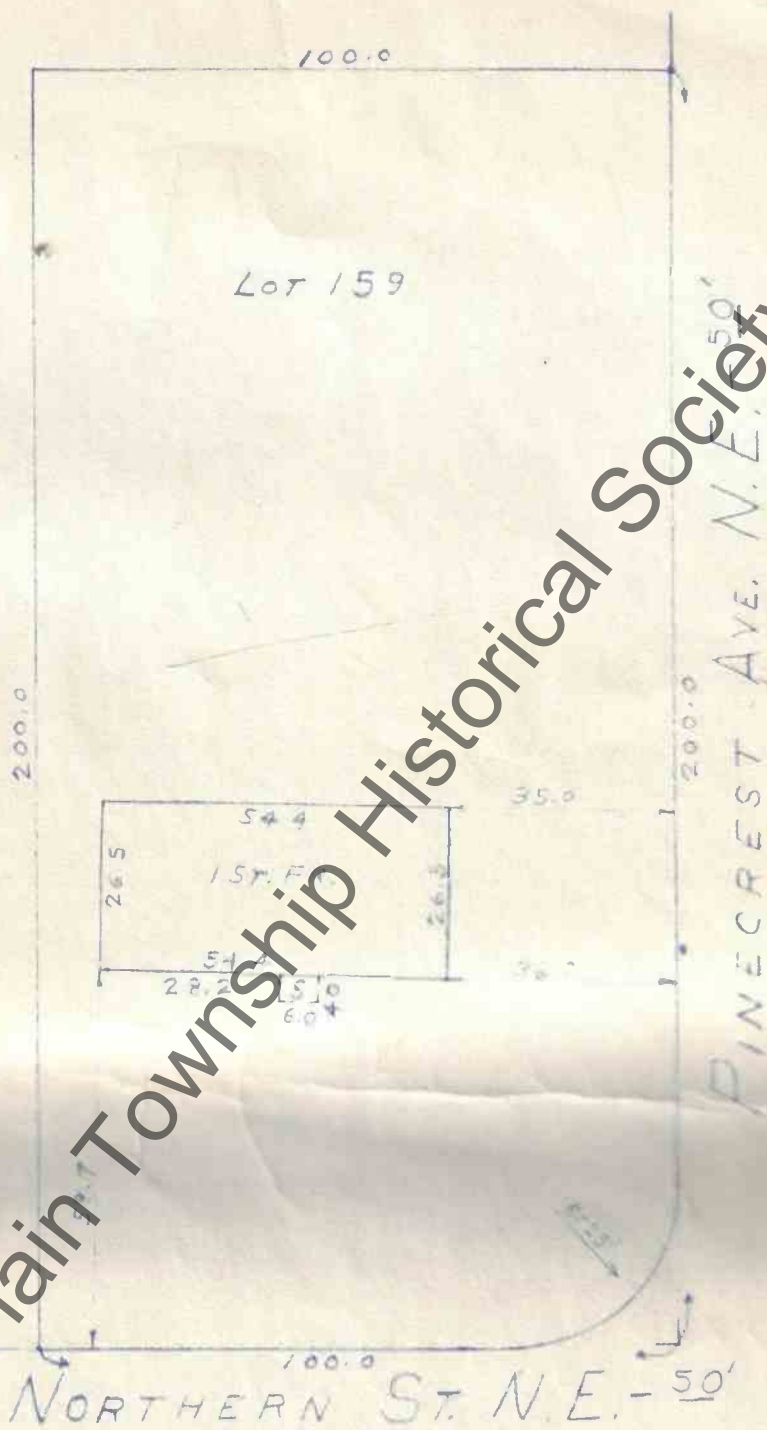
TAXES AND ASSESSMENTS

CONSTRUCTION

1 Abstract

Gene Janner

ATTORNEY



Plain Township Historical Society

Known as being Lot 159 in Laurel Ridge Alot. #2, Plain Twp, Stark County, Ohio.

SCALE: 1 INCH = 30 FEET

I hereby certify that the buildings situated on the above described real estate are located on and within the boundaries of said premises. I further certify that the buildings located on the adjoining property do not encroach upon said real estate.

This certification made by me this 11th day of February 1967
R. Jack Comstock

NOTE: Surveys not showing stakes or iron pins can not be used for building fences or settling property line disputes.

REGISTERED SURVEYOR
 Canton, Ohio



ABSTRACT OF TITLE

TO

Lot #159 in J.C. STEINER'S LAUREL RIDGE ALLOTMENT #2, SECTION #4.

J.C. Steiner's Laurel Ridge Allotment #2, PLAT
Section #4.

Dated April 18, 1959
Recorded May 18, 1959
Vol. 33, page 168

The above plat was laid out by The J. C. Steiner Company, et al, owners, in a part of the southeast quarter of Section #12, Township #11 (Plain), Range #8, Stark County, Ohio, and said plat was duly approved by all necessary boards, commissions and officers.

The foregoing premises are conveyed subject to the following restrictions:

1. That said property shall be used for private residence purposes only, and that not more than one dwelling shall be erected or maintained on said tract. No basement or garage houses, and no house trailer with or without wheels shall be built or placed on said lot to be used as living quarters. No bill boards or commercial advertising signs shall be erected on said lot. No commercial business of any kind be permitted on said premises.
2. No liquor, either malt, spiritous, vinous or ferment shall be manufactured or sold in or on said premises.
3. The erection of any building on said premises must be completed within one (1) year from beginning of building operations.
4. No building or any parts thereof except porches shall be built nearer than 60 feet to the front line of said lot or nearer than 5 feet to any inside lot line. No dwelling shall be erected on said premises whose original cost is less than \$15,000.00 based on August 1, 1957 prices or its equivalent according to fluctuation of building cost at the time of building. No residence shall be erected on said premises which has less than eight hundred (800) square feet of floor (ground level) area.
5. No domestic animals or fowls except dogs or cats may be kept on said premises. No commercial breeding of dogs or cats shall be permitted. No nuisance of any kind shall be maintained on said premises.
6. After erection of any building on said premises, the owner shall maintain a generally good appearance of said premises and shall in no case allow weeds on any part of said lot including the easement reserved for public utilities and land lying between the front lot line and the road improvement. Prior to the erection of any building on said premises the owner shall mow same at well spaced intervals, at least three times between May and October of each year and shall remove or burn all refuse. The Grantor reserves the right of doing such maintenance of vacant property and streets as it may deem advisable and the cost of doing such maintenance shall be charged to the land herein sold as a normal annual assessment not to exceed 5¢ per hundred square feet net area, and all such assessments if any shall be a lien on said property until paid. The covenants and restrictions hereinbefore set forth, shall run with and bind the land herein described and all subsequent owners and occupants thereof.

Lot #159 in J.C. STEINER'S LAUREL RIDGE ALLOTMENT #2, SECTION #4.

J.C. Steiner's Laurel Ridge Allotment #2, PLAT

Section #4.

Dated April 18, 1959

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2. No liquor, either malt, spiritous, vinous or ferment shall be manufactured or sold in or on said premises.
3. The erection of any building on said premises must be completed within one (1) year from beginning of building operations.
4. No building or any parts thereof except porches shall be built nearer than 50 feet to the front line of said lot or nearer than 5 feet to any inside lot line. No dwelling shall be erected on said premises whose original cost is less than \$15,000.00 based on August 1, 1957 prices or its equivalent according to fluctuation of building cost at the time of building. No residence shall be erected on said premises which has less than eight hundred (800) square feet of floor (ground level) area.
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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 #5, but when dower only is released it will appear as "husband" or "wife" only.

No. 3

Calvin Coolidge, President
of the United States of America
to
Peter Ebie

Patent
Dated July 24, 1928
Rec. July 27, 1928
Vol. 922, page 267

Conveys the Southeast Quarter of Section #12, Township #11, Range #8, containing 160.59 acres of the lands directed to be sold at Steubenville, Ohio.

This patent is granted as and for a patent intended to have been granted and issued August 10, 1813, but the issuance of which is not sufficiently evidenced by the records of the General Land Office or by other obtainable evidence.

No. 4

Peter Ebie,
Christina, his wife,
to
George Smith

Warranty Deed \$400.00
Dated July 13, 1816
Rec. for rec. Sept. 21, 1816
Vol. "C", page 277

Conveys the southeast quarter of Sec. #12, Twp. #11, Range #8 of the lands directed to be sold at Steubenville by Act of Congress which quarter section was confirmed to the said Peter Ebby by a patent from the United States dated Aug. 10, 1813.

NOTE: Surname of grantors appears "Ebby" in body of deed but they sign and are acknowledged as above shown.

No. 5

George Smith,
Elizabeth, his wife,
to
Samuel Smith

Warranty Deed \$750.00.
Dated June 20, 1826
Rec. for rec. June 20, 1826
Vol. "F", page 389

Conveys said southeast quarter of Sec. #12, Twp. #11, Range #8.

No. 6

Samuel Smith
to
Adam Wise,
Peter M. Wise

Deed of Trust \$1.00.
Dated May 23, 1845
Rec. for rec. May 23, 1845
Vol. 34, page 65

Conveys the southeast quarter of Sec. #12, Twp. #11, Range #8 and Lot #110 in the Town of Canton to said grantees upon trust and confidence, to receive and pay the rents and profits of the said premises to Elizabeth Smith, wife of the said Samuel Smith to

to her sole and separat use, as separat estate, wholly independent of the control of her said husband, during her natural life, or as occasion may require, in the judgment of said Trustees to sell or otherwise dispose of said premises in order, either to pay the just debts of said Samuel Smith or to support or benefit the said Elizabeth Smith or her children by the said Samuel, or if said Trustees so direct, to permit the said Elizabeth to possess, occupy, cultivate and enjoy either jointly with with the said Samuel or separat and independently of said Samuel during the lifetime of the said Elizabeth shall remain unsold for the purposes aforesaid, then the said Adam & Peter M. Wise or their heirs and assigns shall transfer and convey in fee simple the said premises to the children of the said Elizabeth, had by the said Samuel in such way as that said children, or their representatives shall take said premises agreeable to the laws of descent of the State of Ohio, and in default of such children to the right heirs of said Samuel.

No. 7

Elizabeth Smith,
-vs-
Samuel Smith

DIVORCE
1845 Mar. 1" Bill filed. Subpoena issued
Sheriff of Stark County.
" " " Returned served.
1846 Apr. 7" Decree for completion.
App. Doc. "0", page 490
Rec. Vol. "X", page 554
Stark County Clerk's Office.

STATE OF OHIO)
) SS
STARK COUNTY)

I served this writ on Samuel Smith, personally by copy and also at the same time delivered him a copy of the bill in this case on the first day of March A. D. 1845.

John Brandon, Sheriff

The Court decrees that it is ordered, adjudged and decreed that the said contract of marriage between the said Elizabeth Smith and Samuel Smith be and the same hereby is dissolved and that both the parties thereto be hereby released from the obligation of the same.

No. 8

Elizabeth Smith,
to
Adam Wise,
Peter M. Wise.

Deed without Warranty \$-----
Dated Feb. 7, 1853
Rec. for rec. Mar. 31, 1853
Vol. 54, page 205

Recites the execution of the deed noted in Section #6 and that pursuant to the authority therein granted and with the consent, approbation and request of said Elizabeth Smith said Adam and Peter M. Wise did on Jan. 5, 1853 by agreement in writing, sell to Hiram R. Wise the said southeast quarter of Sec. #12, Twp. #11, Range #8 for the sum of \$4500.00 payable as specified in said agreement and whereas said Elizabeth is anxious that a good and sufficient title should be made to said vendee of said quarter of land and that she may receive the purchase money therefor, for the benefit, support and maintenance of herself and children she ratifies and confirms the aforesaid act of the said Adam and Peter M. and to enable them to make indisputable title for said lot and tract of land agreeably to said agreement does further convey and confirm unto the said Adam and Peter M., or the survivor of either of them and to their

heirs and assigns forever, all the right, title, interest or estate which said Elizabeth has or had in and to said above described real estate.

No. 9

Adam Wise,
Peter M. Wise,
to
Hiram R. Wise.

Trustees Deed \$4500.00.
Dated Oct. 19, 1853
Rec. for rec. Oct. 27, 1853
Vol. 56, page 35

Recites the execution of the deed noted in Section #6 and that this conveyance is made by authority therein granted.

Conveys said southeast quarter of Section #12, Twp. #11, Range #8.

No. 10

Hiram R. Wise,
and wife,
to
Frederick Bodroy

Warranty Deed \$5000.00.
Dated Nov. 28, 1853.
Rec. for rec. May 31, 1854
Vol. 59, page 8.

Conveys the southeast quarter of Sec. #12, Township #11, Range #8 containing 160 acres more or less.

No. 11

Charles Bodroy,
to
Jacob Bodroy

Deed of Trust \$1.00.
Dated Oct. 25, 1861
Rec. for rec. Oct. 25, 1861
Vol. 76, page 478

Conveys the southeast quarter of Sec. #12, Twp. #11, Range #8 containing 160 acres more or less unto said Jacob Bodroy, his heirs and assigns forever in trust for the purposes and objects hereinafter specified.

1. Whereas Catharine Bodroy, wife of the said grantor has agreed to pay or cause to be paid to the said grantee, his executor or administrator, the following sums of money, to wit: \$200.00 on Nov. 1, A. D. 1861; \$100.00 on April 1, A. D. 1862; \$318.00 on Nov. 1, A. D. 1862; \$318.00 on Nov. 1, A. D. 1863; \$318.00 on Nov. 1, A. D. 1864; \$318.00 on Nov. 1, A. D. 1865; \$318.00 on Nov. 1, A. D. 1866; \$318.00 on Nov. 1, A. D. 1867; and to pay any claims or demands which any or all of his children may have against him for services rendered to said grantor after attaining the age of majority, or otherwise and shall moreover pay the just debts which said grantor may now owe to an amount not exceeding \$400.00 and the interest which may from the date hereof accrue upon such debts until paid and the taxes on said land so long as any of said sums, debts or demands shall remain unpaid.

Now if the said Catharine Bodroy her Executors or administrators shall fail to pay, or cause to be paid to the said grantor, his executors or administrators said several sums of money, or either of them at said respective times and also such claims of his children for service and the said debts of the grantor to said amounts of \$400.00 and the said taxes, then the said Jacob Bodroy shall proceed to sell said real estate or so much thereof as may be necessary for the purpose, at public or private sale to pay said several sums, or either of them with interest after the time specified for their payment and shall and he is hereby empowered to execute and deliver a proper deed or deeds to convey the land so sold to the purchaser or purchasers thereof in fee simple, it

being the interest and object of this trust to secure to the said grantor the prompt ---- of said several sums of money and said debts and demands.

2. In trust and confidence, subject to the full performance of the foregoing trust, for the use and behoof with all the rents, issues and profits thereof from this date of my said wife, Catharine Bodroy, and in trust and confidence, that upon the full payment to said grantor, his executor or administrator of said several sums of money and the full performance of said first mentioned trust the said Jacob Bodroy shall be a good and proper deed conveying said real estate in fee simple to the said Catharine Bodroy, or if she should then be deceased, to her heirs as the same would descend to them by the present laws of the State of Ohio, if she were legally seized of the said lands and tenements in fee simple at the time of her death.

NOTE: Name of grantor appears "Charles Frederick Bodroy" in granting clause and acknowledgment but signature is as above shown.

No. 12

Jacob Bodroit,
to
Charles Bodroy

Quit Claim Deed \$600.00.
Dated June 20, 1864
Rec. for rec. June 20, 1864
Vol. 84, page 571

Quit claims all right, title, interest and estate legal and equitable in and to said southeast quarter of Sec. #12, Twp. #11, Range #8, containing 160 acres more or less.

NOTE: (a) Surname of grantor appears "Bodroy" in granting clause and acknowledgment but signature is as above shown.
(b) First name of grantor is not set forth in acknowledgment.

No. 13

Jacob Bodroit,
Catharine Bodroit,
wife of
Frederick Bodroit.
to
Charles Bodroit.

Quit Claim Deed \$9000.00.
Dated Apr. 1, 1865.
Rec. for rec. Apr. 1, 1865
Vol. 88, page 207.

Recites that "We, Jacob Bodroit" of the County of Stark, and State of Ohio, as Trustee of Frederick Bodroit and by virtue of the power and authority in me vested by a certain deed of trust executed by said Frederick Bodroit on the 25th day of Oct. A. D. 1861, to me, the said Jacob Bodroit, which said deed is recorded in Vol. 76, page 478 of the Records of Deeds of said County, which said deed empowered me to sell a part or the whole of the premises hereinafter mentioned, and described in the event that Catharine Bodroit hereinafter mentioned, should fail to make payment of certain sums or amounts of money in said deed mentioned certain of which said sums or amounts said Catharine has thus failed to make, and for the further consideration of the sum hereinafter mentioned and Catharine Bodroit of said County of Stark for the consideration of the sum of \$9000.00 in hand paid by Charles Bodroit, do hereby release, remise and forever quit claim unto the said Charles Bodroit, and to his heirs and assigns forever, all our title, interest and estate legal and equitable in the following premises with the appurtenances situate in Stark County and State of Ohio, to-wit: the southeast quarter of Sec. #12, Twp. #11, Range #8 containing 160 acres more or less.

Charles Beaudroit,
and wife,
to
Christian Klopfenstein

Warranty Deed \$1100.00.
Dated July 9, 1866
Rec. for rec. July 9, 1866
Vol. 89, page 528

Conveys the southeast quarter of Sec. #12, Twp. #11, Range #8 containing 160 acres more or less.

Christian Klopfenstein's
Will

Dated Mar. 29, 1879
Probated June 23, 1879
Will Rec. "F", page 71
Stark County Probate Court.

In the name of God, Amen, I, Christian Klopfenstein from Plain Township, Stark County, and State of Ohio, having sound mind and memory and on account of the uncertainty of this failing life, I do hereby make, publish and declare this to be my last Will and Testament, as follows: After all my legitimate debts shall have been paid I allow and bequeath the rest of all my estate, real and personal property, land of 160 acres, southeast quarter, Section #12, in Plain Township, Stark County, Ohio, to my following named children: Joseph Klopfenstein, John Klopfenstein, Benjamin Klopfenstein, Jacob Klopfenstein, Michael Klopfenstein, Chatarina Klopfenstein, Lydia Klopfenstein, so that the named children shall possess and keep forever as above described with all its appurtenances which are connected with it, or in any manner belonging to it, in equal parts, for themselves and their heirs.

Because my children herein after named, Anna Stauffer, and Barbara Kaufmann (both born as Klopfensteins) during my lifetime already have received their entire share as heirs of my estate, so I declare through this my last Will and Testament, that they and also their heirs shall be excluded forever from every claim or parts as heirs of my present and after acquired estate after my decease, real and personal property. I hereby nominate, appoint and constitute my son, Joseph Klopfenstein, to be the executor of this my Last Will and Testament.

In Witness Whereof, I have hereunto set my hand and seal this 29th day of March, 1879.

Christian Klopfenstein (seal)

Application to probate the will of Christian Klopfenstein recites that he died on or about June 12, 1879, leaving no widow and the following persons his only heirs at law.

Joseph Klopfenstein	son	Middlebranch, Ohio.
John Klopfenstein	son	Middlebranch, Ohio
Benjamin Klopfenstein	son	Middlebranch, Ohio
Jacob Klopfenstein	son	Middlebranch, Ohio
Michael Klopfenstein	son	Middlebranch, Ohio
Catharine Klopfenstein	daughter	Middlebranch, Ohio
Lydia Klopfenstein	daughter	Middlebranch, Ohio
Anna Stauffer	Daughter	Last account in Wisconsin.
Mary Stauffer	granddaughter	Switzerland.

No. 17

Christian Klopfenstein's
Estate,
Middlebranch, Ohio.

1879 June 30" Will probated.
" " " Application filed.
" " " Joseph Klopfenstein, Exr.
" " " Bond filed.
" " " Letters issued.
" Aug. 9" Inventory and appraise-
ment filed.
1880 Sept. 6" Final statement and
request of heirs filed.
Admr. Doc. "F", page 231.
Stark County Probate Court.

No. 18

We find no will of Joseph Klopfenstein on record in the Stark County Probate Court.

No. 19

Joseph Klopfenstein's
Estate,
Plain Township.

1883 Apr. 4" Application filed.
" " " Michael Klopfenstein, admr.
" " " Bond filed and approved.
" " " Letters issued.
" June 18" Inventory and appraise-
ment filed.
" July 5" Appraisement of real
estate filed.
1883 Sept. 19" Final account filed.
Admr. Doc. "F", page 195, #2122
Stark County Probate Court.

No. 20

Application for letters of administration recites that Joseph Klopfenstein died on or about Feb. 15, 1883, leaving the following persons his only heirs at law:

John Klopfenstein	son	Middlebranch, Ohio
Benjamin Klopfenstein	son	Middlebranch, Ohio
Jacob Klopfenstein	son	Middlebranch, Ohio
Michael Klopfenstein	son	Middlebranch, Ohio
Catharine Klopfenstein	daughter	Middlebranch, Ohio
Lydia Klopfenstein	daughter	Middlebranch, Ohio
Annie Stauffer	daughter	Not known
----- Kaufman	granddaughter	Alsace-Lorraine

Admr. File #2122, Stark County Probate Court.

NOTE: The next of kin shown in the foregoing estate as children and granddaughter is undoubtedly an error although same on the application for administration are shown as children and granddaughter. It will be observed that they are the identical persons named as the children of Christian Klopfenstein in Section 15 preceding of the same address and further an examination of the record as shown in Jrl. 1 of page 161 of the Probate Court indicates in the appointment of Michael Klopfenstein as Administrator that he is the brother of the deceased Joseph Klopfenstein and also in the estates of John, Benjamin, Jacob, Michael, Catharine and Lydia Klopfenstein, the various persons are referred to as brothers and sisters.

Catharine Klopfenstein's
Will

Dated Mar. 16, 1899
Probated Aug. 30, 1906
Will Rec. "V", page 335
Stark County Probate Court.

1. It is my will that after my death, that all my just debts shall first be paid.
2. After the payment of my debts, the residue of my estate both real and personal that I may own and possess at my decease, or any interest or part that I may own or have in real or personal estate at my death I give and bequeath to one of my sisters and to my four brothers, viz: Lydia Klopfenstein, Michael Klopfenstein, John Klopfenstein, Benjamin Klopfenstein and Jacob Klopfenstein and to the survivor of them.
3. I hereby order and direct that no appraisement be had of my estate, either of the real or personal estate.

No. 22

Application to probate the will of Catharine Klopfenstein recit@s that she died on Aug. 19, 1906, leaving no widower and the following persons all of her next of kin:

Lydia Klopfenstein	Sister	Canton, Ohio
Michael Klopfenstein	Brother	Canton, Ohio
John Klopfenstein	Brother	Canton, Ohio
Benjamin Klopfenstein	Brother	Canton, Ohio
Jacob Klopfenstein	Brother	Canton, Ohio
Mary Klopfenstein	Niece	Louisville, Ohio

Will Rec. "V", page 335, Stark County Probate Court.

No. 23

Catherine Klopfenstein's Estate
Plain Township

1906 Aug. 30" Will probated.
No further record
Admr. Doc. "K", page 400
Stark County Probate Court.

No. 24

Catharina Klopfenstein
Testator
to
Lydia Klopfenstein
Michael Klopfenstein,
John Klopfenstein
Benjamin Klopfenstein
Jacob Klopfenstein
Devises.

Certificate to Recorder
Real Estate Devised by Will
Dated Sept. 25, 1906
Rec. for rec. Sept. 28, 1906
Vol. 429, page 128

Recites that by the terms of the will noted in Sec. #21 certain real estate was devised to said above named devisees,
That the following is a description of said real estate such as is contained in the will, to-wit:
Item 2nd: After the payment of my debts the residue of my estate both real and personal that I may own and possess at my decease, or any interest or part that I may own or have in real or personal estate at my death.

Jacob Klopfenstein's
Will.

Dated March 16, 1899
Probated Jan. 23, 1913
Will Rec. 29, page 7
Stark County Probate Court.

1. It is my will that after my death, that all my just debts shall first be paid.
2. After the payment of my debts, the residue of my estate both real and personal that I, may own and possess at my decease, or any interest or part that I may own or have in real or personal estate at my death, I give and bequeath to my two sisters and to my three brothers, viz: Catharine Klopfenstein, Lydia Klopfenstein, Michael Klopfenstein, John Klopfenstein and Benjamin Klopfenstein and to the survivor of them.
3. I hereby order and direct that no appraisement be had of my estate either of the real or personal estate.

No. 26

Application to probate the will of Jacob Klopfenstein recites that he died on Jan. 10, 1913, leaving no widow, he being unmarried, and the following persons all of his next of kin:

Lydia Klopfenstein	Sister	Canton, Ohio
John Klopfenstein	Brother	Canton, Ohio
Michael Klopfenstein	Brother	Canton, Ohio
Benjamin Klopfenstein	Brother	Canton, Ohio

Will Rec. 29, page 8, Stark County Probate Court.

No. 27

Jacob Klopfenstein's
Estate,
Plain Township

1913 Jan. 23" Will probated.
No further record.
Admr. Doc. "M", page 371
Stark County Probate Court.

No. 28

Jacob Klopfenstein,
Testator.
to
Catherine Klopfenstein,
Lydia Klopfenstein,
Michael Klopfenstein,
John Klopfenstein,
Benjamin Klopfenstein,
Devises.

Certificate to Recorder.
Real Estate Devised by Will
Dated Jan. 23, 1913.
Rec. for rec. Feb. 27, 1913.
Vol. 429, page 320

Recites that by the terms of the will noted in Sec. #25 certain real estate was devised to said above named devisees.

That the following is a description of said real estate such as is contained in the will, to-wit:

"All real estate."

Michael Klopfenstein's
Will

Dated Mar. 16, 1899
Probated Sept. 4, 1913
Will Rec. 29, page 523
Stark County Probate Court.

1. It is my will that after my death, that all my just debts shall first be paid.
2. After the payment of my debts the residue of my estate both real and personal that I may own and possess at my decease, or any interest or part that I may own or have in real or personal estate at my death, I give and bequeath to two of my sisters and to my three brothers, viz: Catharina Klopfenstein, Lydia Klopfensteir John Klopfenstein, Benjamin Klopfenstein and Jacob Klopfenstein and to the survivor of them.
3. I hereby order and direct that no appraisement be had of my estate, either of the real or personal estate.

Application to probate the will of Michael Klopfenstein recites that he died on Aug. 21, 1913 leaving no widow, and the following persons all of his next of kin, to-wit:

John Klopfenstein	Brother	Canton, Ohio, R.F.D.
Benjamin Klopfenstein	Brother	Canton, Ohio, R.F.D.
Lydia Klopfenstein	Sister	Canton, Ohio, R.F.D.

Will Rec. 29, page 524, Stark County Probate Court.

Michael Klopfenstein's
Estate.
Plain Township.

1913 Sept. 4" Will probated.
" Apr. 4" Application and declina-
" " " tion filed.
" " " John Conrad, Admr. with
" " " will annexed.
" " " Bond filed and approved.
" " " Letters issued.
" " 15" Inventory and appraisement
" May 1" Statement to County Auditor
" " 26" Proof of publication filed.
1915 Feb. 26" Final and distributive
" account filed.
Admr. Doc. "M", page 523
Stark County Probate Court.
Inheritance Tax paid.
Treasurer's Receipt #4197

John Klopfenstein's
Will.

Dated Mar. 16, 1899
Probated Nov. 14, 1913
Will Rec. 30, page 69
Stark County Probate Court.

1. It is my will that after my death, that all my just debts shall first be paid.

2. After the payment of my debts, the residue of my estate both real and personal that I may own and possess at my decease, or any interest or part that I may own or have in real or personal estate at my death, I give and bequeath to two of my sisters and to my three brothers, viz: Catharine Klopfenstein, Lydia Klopfenstein, Michael Klopfenstein, Benjamin Klopfenstein and Jacob Klopfenstein and to the survivor of them.

3. I hereby order and direct that no appraisement be had of my estate, either of the real or personal estate.

No. 33

Application to probate the will of John Klopfenstein recites that he died on Oct. 29, 1913, leaving no widow and the following persons all of his next of kin, to-wit:

Benjamin Klopfenstein	Brother	Canton, Ohio, R.D. #2.
Lydia Klopfenstein	Sister	Canton, Ohio, R.D. #2.
(Mrs. Peter) Mary Klopfenstein	Niece	Nimshillen Twp., Ohio.

Will Rec. 30, page 68, Stark County Probate Court.

No. 34

John Klopfenstein's
Estate,
Plain Township

1913 Nov. 14" Will Probated.
No further record.
War. Doc. "M", page 568.
Stark County Probate Court.
Inheritance Tax paid.
Treasurer's receipt #4198

No. 35

Benjamin Klopfenstein's
Will.

Dated Dec. 18, 1913.
Probated Nov. 6, 1920.
Will Rec. 40, page 507.
Stark County Probate Court.

1. My will is that all my just debts and funeral expenses be paid out of my estate as soon after my decease as shall be found convenient.
2. I give, devise and bequeath to Calvin D. Conrad and Joseph O. Conrad my farm situated in Plain Township, Stark County, Ohio, containing about 160 acres of land. Said farm to be divided equally between the said Calvin D. Conrad and Joseph O. Conrad.
3. I give, devise and bequeath to Mary Reich \$2000.00.
4. I give, devise and bequeath to Mary Klopfenstein \$1000.00.
5. I give, devise and bequeath to Peter Klopfenstein \$500.00.
6. I give, devise and bequeath to Charles Farey \$1000.00.
7. I give, devise and bequeath to Peter Graber \$1000.00.
8. I give, devise and bequeath to Emma Graber \$1000.00.
9. I give, devise and bequeath to John Conrad \$1000.00.

10. I give, devise and bequeath to Anna Stauffer \$1600.00, if she appear within wighteen months, the time allotted the Executor of my last will and testament to settle up the estate. And if said Anna Stauffer does not appear, or her whereabouts can not be found within the said 18 months, then the said \$1600.00 shall be divided equally among Mary Reich, Mary Klopfenstein, Charles Farey, Peter Graber, Emma Graber and John Conrad, respectively.

11. It is my will that should my sister Lydia Klopfenstein survive me, that nothing is to be sold or divided until after her death, my sister to have the use of my real and personal property as long as she lives.

12. I do hereby nominate and appoint Calvin D. Conrad as Executor of this my last will and testament.

13. I do hereby revoke all former wills by me made.

14. It is my will that if there should be any money left after each person named in this will has received the amount I give them, then said amount remaining shall be divided equally among Mary Reich, Mary Klopfenstein, Charles Farey, Peter Graber, Emma Graber and John Conrad respectively.

NOTE: Bequests mentioned in this will have all been paid.

No. 36

Application to probate the will of Benjamin Klopfenstein recites that he died on Nov. 1, 1920, leaving no widow, and the following persons all of his next of kin:

Lydia Klopfenstein	Sister	Canton, Ohio, Route #2.
Mary Klopfenstein	Niece	Louisville, Ohio, R.F.D.
Anna Stauffer	Sister	Address unknown for 15 years but known to be out of the State.

Will Rec. 40, page 508, Stark County Probate Court.

No. 37

Benjamin Klopfenstein's Estate Plain Township.	1920 Nov.	9"	Will probated.
	" "	10"	Application filed.
	" "	"	Calvin D. Conrad, Exr.
	" "	"	Bond filed and approved.
	" "	"	Letters issued.
	" "	23	Inventory and appraisement filed.
	1921 Feb.	1"	Statement to County Auditor issued.
	" Mar.	3"	Proof of publication filed.
	1922 Apr.	4"	First account filed.
	1926 Dec.	10"	Second account filed.
	1928 Jan.	14"	Third and final account filed.
	Admr. Doc.	" Q"	page 219.
	Stark County Probate Court, #14622		

Benjamin Klopfenstein,
 Testator,
 to
 Calvin D. Conrad,
 Joseph O. Conrad,
 Devises.

Certificate to Recorder
 Real Estate Devised by Will.
 Dated Mar. 22, 1921.
 Rec. for rec. June 30, 1921.
 Vol. 708, page 25.

Recites that by the terms of the will noted in Sec. #35 certain real estate was devised to said above named devisees.

That the following is a description of said real estate such as is contained in the will, to-wit: "Farm situated in Plain Township containing about 160 acres of land. Said farm to be equally divided between the said Calvin D. Conrad and Joseph O. Conrad."

No. 39

Lydia Klopfenstein's
 Will.

Dated Dec. 18, 1913.
 Probated June 18, 1926.
 Will Rec. 52, page 321
 Stark County Probate Court.

1. My will is that all my just debts and funeral expenses be paid out of my estate as soon after my decease as shall be found convenient.
2. I give, devise and bequeath to Calvin D. Conrad and Joseph O. Conrad my farm situated in Plain Township, Stark County, Ohio, containing about 160 acres of land. Said farm to be divided equally between the said Calvin D. Conrad and Joseph O. Conrad.
3. I give and devise and bequeath to Mary Reich \$2000.00.
4. I give, devise and bequeath to Mary Klopfenstein \$1000.00.
5. I give, devise and bequeath to Peter Klopfenstein \$500.00.
6. I give, devise and bequeath to Peter Graber \$1000.00.
7. I give, devise and bequeath to Peter Graber \$1000.00.
8. I give, devise and bequeath to Emma Graber \$1000.00.
9. I give, devise and bequeath to John Conrad \$1000.00.
10. I give, devise and bequeath to Anna Stauffer \$1600.00, if she appears within 18 months, the time allotted the Exr. of my last will and testament to settle up the estate. And if said Anna Stauffer does not appear or her whereabouts can not be found within the said 18 months then the said \$1600.00 shall be divided equally among Mary Reich, Mary Klopfenstein, Charles Farey, Peter Graber, Emma Graber and John Conrad, respectively.
11. It is my will that should my brother Benjamin Klopfenstein survive me that nothing is to be sold or divided until after his death, my brother to have the use of my real and personal property as long as he lives.
12. It is my will that if there should be any money left after each person named in this my last will has received the amount I give them, then said amount remaining shall be divided equally among Mary Reich, Mary Klopfenstein, Charles Farey, Peter Graber, Emma Graber and John Conrad respectively.

13. I do hereby nominate and appoint Calvin D. Conrad as Executor of this my last will and testament.

14. I do hereby revoke all former wills by me made.

NOTE: The above bequests were paid in full. Receipts are in Probate Court files.

No. 40

Application to probate the will of Lydia Klopfenstein recites that she died on June 10, 1926, leaving no widower and the following persons all of her next of kin, to-wit:

Mary Klopfenstein	Niece	Louisville, Ohio, R.F.D.
Anna Stauffer (if living)	Sister	Has not been heard from for 15 years and is not a resident of Ohio.

Will Rec. 52, page 320, Stark County Probate Court.

No. 41

Lydia Klopfenstein's
Estate,
Plain Township.

1926 June 14" Application to probate will filed.
" " " Will admitted to probate and record.
" " " Application for letters filed.
" " " Calvin D. Conrad, Executor. Bond filed and approved.
" " " Letters issued.
July 1" Inventory and appraisement filed.
" " 12" Proof of publication filed.
1927 Feb. 1" Statement to County Auditor issued.
1928 Jan. 14" Sale bill filed.
" " " First and final account filed.
Admr. Doc. "U", page 10, #18931
Stark County Probate Court.
Inheritance Tax paid.

No. 42

Lydia Klopfenstein,
Testator,
to
Calvin D. Conrad,
Joseph O. Conrad,
Devises

Certificate to Recorder.
Real Estate Devised by Will.
Dated Oct. 19, 1926.
Rec. for rec. Nov. 3, 1926.
Vol. 708, page 556.

Recites that by the terms of the will noted in Sec. #39 certain real estate was devised to the above named devisees.

That the following is a description of said real estate such as is contained in the will.

"Farm situated in Plain Township containing about 160 acres to be divided between above named share and share alike."

No. 43

Christian Klopfenstein, Dec'd.
to
Lydia Klopfenstein

Application for Transfer
of Real Estate Devised.
Dated June 21", 1928.
Rec. for rec. June 22", 1928.
Vol. 991, page 71

Devises to Lydia Klopfenstein the Southeast Quarter of Sec.
#12, Twp. #11, R. #8, containing 160 acres, more or less.
Prays for transfer of said real estate.

No. 44

Lydia Klopfenstein, Dec'd.
to
Calvin D. Conrad and
Joseph O. Conrad.

Application for Transfer
of Real Estate Devised.
Dated June 20", 1928
Rec. for rec. June 22", 1928.
Vol. 991, page 71

Devises to Calvin D. and Joseph O. Conrad equally the South-
east Quarter of Sec. #12, Twp. #11, R. #8, containing 160 acres,
more or less.

Prays for transfer of said real estate.

No. 45

Joseph O. Conrad,
Leah, his wife,
said Joseph O. Conrad being
the Joseph O. Conrad mentioned
in the Wills of Benjamin
and Lydia Klopfenstein,
to
Joseph J. Linder.

Quit Claim Deed \$6000.00.
Dated Feb. 16" 1928.
Rec. for rec. June 22" 1928
Vol. 991, page 70.

Quit claims all right and title to the undivided 1/2 interest
in and to the Southeast Quarter of Sec. #12, Twp. #11, R. #8.

No. 46

Mary Klopfenstein, a widow,
being a niece of Joseph
Klopfenstein, who died
intestate in Plain Township,
Stark County, Ohio, on or
about the -- day of -----
19--; she also being the
only child of Barbara Kaufman,
who was a sister of the said
Joseph Klopfenstein, the
said Barbara Kauffman dying
intestate prior to the said
Joseph Klopfenstein,
to
Calvin D. Conrad and
Joseph J. Linder.

Quit Claim Deed \$1.00.
Dated Mar. - " 1928.
Ack'd. Mar. 14", 1928
Rec. for rec. June 22", 1928
Vol. 991, page 69

Quit claims all right and title to the Southeast Quarter of
Sec. #12, Twp. #11, R. #8, Stark County, Ohio, containing 160 acres.

Calvin D. Conrad and
Joseph J. Linder,

-vs-

Anna Stauffer,
Peter Ebie,
Peter Ebey,
Josephine Janson,
Samuel Smith,
Elizabeth Smith,
Adam Wise,
Peter M. Wise,
Frederick Bodroy,
Charles Bodroy,
Jacob Bodroy,
Jacob Bodroit,
Catherine Bodroit,
Frederick Bodroit,
Charles Bodroit,
Charles Beaudroit,
John Carper,
Hiram R. Wise,
Catharine Boidroit,
Catherine Polix,
Louisa Menton,
Rose Bodroit,
Mary Ann Mailliard,
James Boidroit,
Charles Andeau,
August Sandeau,
Julia Ann Sandeau,
Louis Sandeau and the
unknown husbands
and wives of each and
all of the parties
hereinbefore named and
the unknown heirs, devisees,
assigns, executors,
administrators and successors
and the unknown husbands
and wives of the unknown
heirs, devisees, assigns
of the parties hereinbefore
named.

EQUITY

1928 Apr. 17" Petition filed.
" " " Affidavit for publication
filed.
" " " Publication ordered.
" May 25" Affidavit of publication
filed.
" June 15" Decree quieting title.
Partition ordered.
Appraisers appointed.
" " 18" Writ of partition issued.
" " 21" Writ of partition return-
ed. Property appraised
at \$13,600.00.
" " 25" Motion filed.
" " " Motion to elect filed.
" " " Report of Commissioners
confirmed. Election
to take approved.
Deed and distribution
ordered.
" " 27" Supplemental decree.
App. Doc. 139, page 52976
Rec. Vol. - Jnl. E2, page 391
Stark County Clerk's Office.

Plaintiffs say they are the owners in fee simple and in actual possession of the 55/56 of the Southeast Quarter of Section #12, Township #11, Range #8, containing 160 acres of land.

The defendant Anna Stauffer is the owner of the undivided 1/56 of the aforementioned land. An estate, title, interest, right and claim adverse to the right, title and interest therein of the plaintiffs is claimed by Anna Stauffer, Peter Ebie, Peter Ebey, Josephine Janson, Samuel Smith, Elizabeth Smith, Adam Wise, Peter M. Wise, Frederick Bodroy, Charles Bodroy, Jacob Bodroy, Jacob Bodroit, Catherine Bodroit, Frederick Bodroit, Charles Bodroit, Charles Beaudroit, John Carper, Hiram R. Wise, Catherine Boidroit, Catherine Polix, Louisa Menton, Rose Bodroit, Mary Ann Mailliard, James Boidroit, Charles Sandeau, August Sandeau, Julia Ann Sandeau, Louis Sandeau and the unknown husbands and wives of each and all of the parties hereinbefore named and the unknown heirs, devisees, assigns, executors, administrators and successors and the unknown husbands and wives of the unknown heirs, devisees, assigns of the parties hereinbefore mentioned.

The plaintiffs say that the claims of all the above mentioned defendants except Anna Stauffer are void and of no effect because

since 1866 the plaintiffs, and their predecessors in title have been in open, continuous, notorious and adverse possession of land herein described. Plaintiffs pray that each and every one of said defendants be compelled to set up whatever interest they may have or be forever barred and that plaintiffs' title may be quieted as against any and all of them.

2nd Cause of Action:

Plaintiffs have a legal right to and are seized in fee simple of the undivided 55/56 interest of the real estate above described. In 1879 Christian Klopfenstein who was then seized of the above described premises and by his will devised the above described premises to the following children and heirs at law: Joseph, John, Benjamin, Jacob, Michael, Chatarina and Lydia Klopfenstein.

In said Will it is mentioned that Anna Stauffer and Barbara Kauffman were also children and heirs at law of Christian Klopfenstein but were excluded from participating in said Will.

In 1883 Jos. Klopfenstein who inherited the 1/7 interest in the above mentioned premises died intestate and thereby each one of his brothers and sisters acquired a 1/56 interest in the land described in this petition.

The other 1/56 still remaining in Anna Stauffer if she be now living.

Calvin D. Conrad Acquired 27/56 share in said land under the Wills of Benjamin and Lydia Klopfenstein.

Plaintiff Jos. J. Linder acquired 27/56 interest in said land by deed from Jos. O. Conrad and Calvin D. Conrad and Jos. J. Linder acquired 1/56 share in said land from Mary Klopfenstein. All the debts and claims against the estates of Benjamin and Lydia Klopfenstein have been paid.

The defendant Anna Stauffer is a tenant in common with the Plaintiffs, owning 1/56 share in said land.

Plaintiffs desire to have their interests set off to them in severalty, partition made of premises, title to the same quieted and for such other relief as the Court may deem proper.

Affidavit for constructive service recites that the residence and addresses of all of the defendants hereinbefore named are unknown to him and cannot be ascertained and that this cause is one of those mentioned in Sec. 11292.

Affidavit of Publication shows that notice was published in The Canton Daily News for six consecutive weeks from and after May 18", 1928.

Legal notice shows service by publication on all of the defendants set forth above.

Partition ordered, and Christian King, Glenn Schmucker and Lester Hinton named Commissioners and if said estate cannot be divided by metes and bounds it be appraised and due return made to the Court.

It is ordered, adjudged and decreed that the title and possession of said Plaintiffs to said real estate be quieted against all the defendants and each and everyone of them and all persons claiming under them, they are hereby forever barred from setting up any title or interest adverse to the title of the Plaintiffs, their heirs and assigns forever, excepting the 1/56 interest of Anna Stauffer, defendant.

Writ of partition issued. The Commissioners reporting said premises cannot be divided without manifest injury and appraised the same at \$13,600.00.

Calvin D. Conrad and Jos. J. Linder elect to purchase the entire estate and move the Court to direct the Sheriff to execute proper conveyance to them of the premises herein. Said report being approved by the Court.

"It is therefore ordered by the Court that upon payment being made to the Sheriff by said Calvin D. Conrad and Joseph J. Linder of the costs and taxes in the sum of \$293.91, and upon their payment in cash of the proportion of the appraised value due to the

other parties as heretofore found by the Court, that said estate be and is hereby adjudged to them and the Sheriff is ordered thereupon to make and execute to them a conveyance therefor."

"In part Third of the order of distribution the Court ordered as follows: The defendant, Anna Stauffer, now being unbound and her address unknown, the Sheriff is ordered to pay \$242.85 to the Treasurer of Stark County, Ohio, to be held to the order of the defendant, Anna Stauffer, or her heirs or assigns for the statutory period."

No. 48

Edward Gibson, Sheriff
of Stark County, Ohio,
to
Calvin D. Conrad and
Joseph J. Linder.

Sheriff's Deed \$13,600.00.
Dated June 28", 1928.
Rec. for rec. June 28", 1928
Vol. 992, page 64

Refers to proceedings above and conveys the Southeast Quarter of Section #12, Township #11, Range #8, containing 160 acres of land.

No. 49

Calvin D. Conrad,
unmarried,
to
Joseph J. Linder and
Elta M. Linder.

Warranty Deed \$6800.00.
Dated June 28", 1928.
Rec. for rec. June 30", 1928
Vol. 992, page 91.

Conveys the undivided 1/2 of the Southeast Quarter of Section #12, Township #11, Range #8, containing 160 acres.

No. 50

Elta M. Linder, wife
of grantor
to
Joseph J. Linder,
husband of grantor

Warranty Deed
Dated & Ack'd. March 16, 1940
Recorded, March 18, 1940
Vol. 1259, page 568

Conveys several tracts of land including the following:
TRACT 9 - Situated in the Township of Plain, Stark County, Ohio and being the southeast quarter of Section No. 12, Township #11, Range #8, containing 160 acres of land.

Excepting and reserving however all the rights of any and all lessees in and to any oil and gas leases which may have been executed by the grantor as above named as one of the lessors and covering any and all of the above tracts. It is the intention of the above named grantor herein to transfer and assign to the grantee herein, all her interest in and to said leases.

Grantor signs by mark.

No. 51

ELTA M. LINDER'S ESTATE

STARK COUNTY PROBATE COURT
Doc. 32, page 589 - #33290

4/12/40--Application for letters filed, Joseph J. Linder, Administrator
4/12/40--Bond of \$500.00 filed and approved.
4/12/40--Letters issued, Rec. in Adm. App. B & L Vol. 47, page 114.
5/8/40 --Proof of Publication filed.

- 5-15-40 - Inventory and appraisal filed.
- 6-1-40 - Hearing set for 6-20-40 at 10:00 A.M. and notice by publication ordered.
- 6-14-40 - Proof of Publication filed and approved.
- 6-20-40 - Hearing had. Inventory and appraisal approved. Rec. Vol. 114, 373.
- 12-18-40- Prem. notice to tax commission filed.
- 1-31-41 - Petition to determine inheritance tax filed.
- 3-6-41 - Hearing had. Estate found subject to tax. Net \$11089.11; Tax \$71.96 - paid.
- 3-13-41 - App. for certificate of transfer of real estate filed. Hearing had. Certificate ordered issued. Certificate issued. Rec. in Misc. #46, p. 22
- 3-19-41 - First and final account filed.
- 5-3-41 - Approved. Jr. 138, page 472. Costs paid.

NOTE: This estate is shown for the purpose of showing inheritance tax paid. Deceased conveyed her interest in premises in question about two weeks before her death.

No. 52

Joseph J. Linder, widower
to
Annabel Linder
Harry D. Linder
Ralph O. Linder
Mary Rose Linder
Children of grantor

Warranty Deed
Dated & Ack'd January 5, 1942
Recorded January 23, 1942
Volume 1361, page 105

Conveys - Situated in the Township of Plain, County of Stark and State of Ohio and being the Southeast Quarter of Section #12, Township #11, Range #5, Stark County, Ohio, containing 160 acres of land. "Excepting and reserving to the grantor herein and his assigns an estate in each of the above described tracts for and during the natural life of said grantor, Joseph J. Linder.

And further excepting and reserving all rights and/or easements heretofore given by the grantor herein or by grantor and his deceased wife as the same applies to all or any part of the above described tracts for the drilling for gas and/or oil for the constituents thereof and the removal thereof and incidental rights thereto as to the laying and maintaining pipe line or lines and as to rights of way for poles and wires for transportation of electrical energy including light, power and telephone."

No. 53

Annabel Linder, unmarried
Mary Rose Linder Schrock,
(formerly Mary Rose Linder)
and husband

Warranty Deed
Dated & Ack'd November 6, 1944
Recorded December 26, 1944
Volume 1474, page 577

to
Harry D. Linder and
Ralph O. Linder

Conveys an undivided one-half interest in several tracts of

land including as Tract No. 8 the premises described in preceding section. Subject to a life estate for and during the life of Joseph J. Linder in each and every one of the above-described tract

And further subject to all exceptions and reservations reserved by Joseph J. Linder to all rights and/or easements heretofore given by the said Joseph J. Linder or by the said Joseph J. Linder and his deceased wife, as the same apply to all or any part of the above-described tracts for the drilling for gas and/or oil or the constituents thereof, and the removal thereof, and incidental rights thereto as to the laying and maintaining pipe line or lines, and as to rights of way for pools and wires for transmission of electrical energy, including light, power and telephone and as described in a certain deed from Joseph J. Linder to Annabel Linder Harry D. Linder, Ralph O. Linder and Mary Rose Linder under date of January 5, 1942 recorded in Volume 1361, page 105 Recorder's Office, Stark County, Ohio

Joseph J. Linder
Martha E., wife
Harry D. Linder,
Esther, wife
Ralph O. Linder,
Rita, wife
to
Alfred J. Psolla
Elvena M. Psolla

Warranty Deed -- Ser. #88471
S & A Apr. 18, 1946
Rec. for Rec. Apr. 19, 1946
Vol. 1563, page 11

Conveys: The Southeast Quarter of Section #12, Township #11, Range #8, Stark County, Ohio, including all mineral rights, and interests of grantors in any and all leases.

Alfred J. Psolla and Warrantly Deed \$500.00.
 Elvena M. Psolla, husband and wife S & A January 22, 1948
 to Rec. for Rec. February 18, 1948
 Board of County Commissioners of Vol. 1724, page 567
 Stark County

CONVEYS: Premises situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Southeast Quarter of Section 12, Township 11 (Plain), Range 8, Stark County, Ohio, and being the following described premises:

Being a part of the Southeast Quarter of Section #12, Township #11 (Plain), Range #8 in said County and beginning for the same at a point 30 feet North of an iron pin on the South line of said Section, 1183.35 feet West of the Southeast corner of said Section 12, said iron pin being in the center of the North Canton-Maximo Road and at Station 229 + 42.8 of the Survey of said road in accordance with plans on file in the office of the Stark County Engineer, Courthouse, Canton, Ohio, thence Northeasterly on an arc of a 5° 00' curve to the left having a radius of 1116.28 feet, 450.38 feet to a point and the P.T. of said curve; thence North 73° 33' East 205.75 feet to a point, said point being the P.C. of a 5° 00' curve to the Right; thence on the arc of said 5° 00' curve to the right having a radius of 1176.28 feet, 468.7 feet to a point said point being the P.T. of said curve; thence South 83° 37' East 70 feet to a point on the West Right-of-Way Line of Road #T-189; thence South on the West Right-of-Way Line of Road #T-189, 60 feet to a point; thence North 83° 37' West 70 feet to a point, said point being Station 240+67.54 and the P.T. of a 5° 00' curve; thence on an arc of said 5° 00' curve to the left, having a radius of 1116.28 feet, 444.79 feet to a point and being the P.C. of said curve; thence south 73° 33' West 205.75 feet to a point, said point being the P.T. of a 5° 00' curve to the right having a radius of 1176.28 feet; thence on an arc of said curve 93 feet to a point on the North Right-of-Way line of present road; thence North 83° 20' West on North Right-of-Way line of said existing road 374 feet to the place of beginning and containing 1.32 Acres.

Alfred J Psolla and Warrantly Deed \$1.00
 Elvena M. Psolla, husband and wife S & A November 5, 1949
 to Rec. for Record November 7, 1949
 Henry F. Psolla and Vol. 1854, page 256
 Anna Psolla

CONVEYS: An undivided one-half interest in the premises described

in Section 53, preceding, excepting therefrom the premises conveyed in preceding section leaving to be hereby conveyed the undivided one-half interest in 158.68 acres.

No. 57

Alfred J. Psolla and
Elvena M. Psolla,
husband and wife,
Henry F. Psolla and
Anna Psolla, husband and wife
to
The J. C. Steiner Company,
an Ohio corporation

Warranty Deed \$1.00
Dated January 4, 1956
Recorded January 4, 1956
Vol. 2366, page 48

Conveys: The Southeast Quarter of Section #12, Township #11, Range #8, Stark County, Ohio, excepting therefrom the premises described in Section #55 preceding, there being conveyed hereby 158.68 acres more or less, subject to an easement to The East Ohio Gas Co., Recorded in Vol. 1241, page 569; easement to The Ohio Bell Telephone Co., recorded Vol. 1079, page 530; easement to The Ohio Power Co., recorded in Vol. 1236, page 365; a lease held by The East Ohio Gas Co. as assignee of The Timken Roller Bearing Co., recorded in Lease Vol. 69, page 66; a lease held by The East Ohio Gas Co., recorded Vol. 94, page 596.

No. 58

Ben Klopfenstine,
Lydia Klopfenstine,
to
J. C. Shanks

Lease \$1.00
Dated Sept. 11, 1918
Lease Rec. 19, page 558

Assigned Jan. 5, 1919 by "J. C. Shanks" to "The East Ohio Gas Company."

Cancelled Feb. 24, 1921. Signed "C. W. Sears, General Manager of The East Ohio Gas Co."

No. 59

Joseph J. Linder and
Elta M., his wife
to
H. P. Mulbach

Oil and Gas Lease
Dated & Ack'd August 26, 1929
Recorded September 30, 1929
Lease Rec. 41, page 244

This is a lease for oil and gas.

Assigned on November 25, 1929 to Brooks J. Johnson and assigned on December 20, 1929 to The Timken Roller Bearing Company. ✓

No. 60

Joseph J. Linder and
Elta M., his wife
to
The Timken Roller Bearing Co.

Oil and Gas Lease
Dated & Ack'd August 15, 1939
Recorded September 15, 1939
Lease Rec. 69, page 66

This is a lease for gas and oil.

Assigned on February 14, 1943 to The East Ohio Gas Company. Cancelled on the record September 2, 1949, The East Ohio Gas Co. by H. G. Rogers, V. Pres.

No. 61

Alfred J. Psolla and
Elvena M. Psolla,
husband and wife
to
The East Ohio Gas Co.

Oil and Gas Lease
S & A May 2, 1949
Rec. for Record June 2, 1949
Vol. 94, page 596

For term of 10 years, drill in three months from 8-26-49 or
pay \$160.00 annually to hold.

NOTE: Drilling rights released 4-12-57 and recorded 4-13-57 in
Vol. 112, page 385.

NOTE #2: The above lease was cancelled on the records 9-17-59.

No. 62

Joseph J. Linder and
Elta M., his wife
to
The Ohio Bell Telephone Co.

Right of Way
Dated & Ack'd Jan. 19, 1932
Recorded Mar 25, 1932
Volume 1079, page 530

Grants authority to construct telephone and telegraph lines
across the lands of the grantors.

No. 63

Joseph J. Linder and
Elta M., his wife
to
The Ohio Power Company

Easement
Dated & Ack'd Nov. 29, 1938
Recorded January 20, 1939
Volume 1236, page 365

Grants right of way for power line over the lands of the
grantors.

No. 64

Joseph J. Linder
to
The East Ohio Gas Company

Right of Way
Dated & Ack'd May 31, 1940
Recorded June 24, 1940
Volume 1241, page 569

Grants a right of way to lay, remove, etc., pipe lines over
grantor's land.

No. 65

Samuel Smith
to
John Carper

Mortgage \$118.43
Dated Oct. 19, 1844
Rec. for rec. Jan. 24, 1845
Vol. 33, page 125
Not cancelled

Covers said southeast quarter of Sec. #12, Twp. #11, Range #8.

No. 66

Frederic Bodroy,
Catherine, his wife
to
Hiram R. Wise

Mortgage \$3800.00
Dated Nov. 28, 1853
Vol. 52, page 434

Cancelled Jan. 6, 1859. Signed "H. R. Wise."

Charles Beaudroit
and wife,
to
Catharine Boidroit
Jacob Bodroit,
Catharine Polix,
Louisa Menton,
Rose Bodroit,
Mary Ann Maillard
James Boidroit,
Charles Sandeau
August Sandeau
Julia Ann Sandeau
Louis Sandeau

Mortgage \$3500.00
Dated Apr. 1, 1865
Vol. 87, page 342

Cancelled Nov. 16, 1865. Signed "Charles E. Saudoz,
August C. Saudoz
Julia C. Saudoz,
Louisa S. Saudoz
Frederic Bodroy
Catharine Bodroit
Louisa Memthon
Eugine Beadroit
Jacob Beadroit."

The following appears on the margin of the record:
"This mortgage is hereby cancelled by me Louis Maillard
as the authorized agent of mortgagee Eugene Beaudroit and for J.
L. Monthoux and Louise, his wife by Charles Beaudroit their author-
ized agent. See recorded power of attorney -- this office July 9,
1866.

Charles Beaudroit,
Louis Maillard."

(a) Jules Louis Monthoux,
Louise Monthoux
nee Beaudroit, his wife,
to
Louis Mayard

Power of Attorney
Dated Feb. 19, 1866
Rec. Vol. 89, page 529

Recites that said first parties do "constitute and appoint
Louis Mayard of Osnaburg, Stark County, Ohio, upon receiving other
sufficient mortgage security of Charles Beaudroit to cancel and dis-
charge the mortgage executed by Charles Beaudroit aforesaid to
Jacob Beaudroit in so far as the claim which said Louisa has in the
mortgage aforesaid recorded in Vol. 87, page 342 and 343 in the
Recorder's Office of said Stark County, which act the undersigned
will and do hereby acknowledge the same as done by ourselves."

Two notes, one for \$200.00 and one for \$763.50 were held by
Rose Bodroit.

The following appears on the margin of the record:
"Received full satisfaction of the within mortgage as to the
note of \$763.50 due me and I hereby cancel the same to that extent.
Rose Boudroit."
her X mark

Christian Klopfenstine,
to
Charles Beaudroit

Mortgage \$5500.00
Dated July 9, 1866
Vol. 91, page 554

Assigned Jan. 23, 1872 by "Charles Beaudroit" to "Josephine
Janson."

We find no assignment of said mortgage from "Josephine Janson" or to "John Janson" in the Stark County Recorder's Office.

Cancelled Apr. 2, 1875. Signed "John Janson."

No. 69

Alfred J. Psolla
Elvena M. Psolla
husband and wife
to

The Home Savings and Loan
Company of Canton, Ohio

Mortgage--\$14,800.00--Ser.#88472
S & A Apr. 18, 1946
Rec. for Rec. Apr. 19, 1946-9:32 A.M
Vol. 1544, page 469
CANCELED

Conveys premises abstracted, subject to easement of East Ohio Gas Co., recorded in Vol. 1241, page 569; easement to The Ohio Bell Telephone Co, recorded in Vol. 1079, page 530; easement to The Ohio Power Co., recorded in Vol. 1236, page 365; and lease to East Ohio Gas Co., assignee of The Timken Roller Bearing Co., recorded in L. R. 69, page 66, and provides for the payment of mortgage note at rate of \$125 per month, with interest at $4\frac{1}{2}\%$ per annum.

No. 70

Alfred J. Psolla
Elvena M. Psolla
husband and wife
to

Harry D. Linder
Ralph O. Linder

Mortgage--\$2800.00--Ser. #88479
S & A Apr. 18, 1946
Rec. for Rec. Apr. 19, 1946-11:00AM
Vol. 1545, page 497
CANCELED.

Conveys premises abstracted, free and clear of all incumbrances except 1st mortgage to Home Savings and Loan Co., and provides for the payment of mortgage note at rate of \$800 on Nov. 1, 1947, \$1000 on Nov. 1, 1948 and \$1000 on Nov. 1, 1949, with interest at $4\frac{1}{2}\%$ per annum. Failure to make any payment to accelerate due dates.

No. 71

Alfred J. Psolla
Elvena M. Psolla
husband and wife
to

The Home Savings and Loan
Company of Canton, Ohio

Mortgage--\$700.00--Ser.#96,810
S & A July 16, 1946
Rec. for Rec. July 18, 1946
Vol.1591, page 124
CANCELED

Conveys premises abstracted and provides for the payment of mortgage note at rate of \$7.00 per month, with interest thereon at $4\frac{1}{2}\%$ per annum.

No. 72

Henry F. Psolla and
Anna Psolla, husband and wife;
Alfred J. Psolla and
Elvena M. Psolla, husband and wife
to

The Home Savings & Loan Co.,
Canton, Ohio

Mortgage \$17,500.00
S & A November 5, 1949
Rec. for Record November 7, 1949
Vol. 1866, page 515
CANCELLED

COVERS: Premises abstracted. Secures note in above amount, payable \$138.00 per month at $4\frac{1}{2}\%$ per cent interest.

Henry F. Psolla and
Anna Psolla,
Husband and wife;
Alfred J. Psolla and
Elvena M. Psolla,
husband and wife,
to

Mortgage Deed #305111
Volume 2328, page 155
S & A March 2, 1955
Rec. for Rec. March 2, 1955
at 1:14 P.M.
Recorded March 3, 1955
CANCELLED.

Federal Land Bank of Louisville

Covers land as herein abstracted.
Amount of Mortgage \$17,000.00. Last Payment date - September
1988. Date of Instrument February 16, 1955.

No. 74

There are no mortgages.

No. 75

There are no leases or easements except as herein shown.

No. 76

There are no mechanic's liens.

No. 77

There are no pending suits, judgments or foreign executions.

No. 78

There are no federal tax liens, personal tax liens, unemployment compensation tax liens, or recognizance bond liens.

No. 79

Taxes due June, 1963, are paid.

* * * * *

I hereby certify that the foregoing ABSTRACT OF TITLE consisting of seventy-nine (79) sections was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises as shown by the General Indexes in the several county offices in and for Stark County, Ohio

Canton, Ohio
October 14, 1963
10:00 A.M.

W.E. Himebaugh
Attorney and Abstractor

Continuation to the foregoing Abstract of Title to Lot No. 159 in J. C. Steiner's Laurel Ridge Allotment No. 2, Section No. 4, Plain Township, Stark County, Ohio, showing all changes affecting the title to said premises since and including October 14, 1963.

No. 80.

The J. C. Steiner, Co., and
Ohio Corporation by Erma G.
Steiner, President, and W.
B. Carnahan, Secretary,

Warranty Deed \$1.00
Dated October 12, 1963
Rec. for rec. Oct. 29, 1963
Volume 2969, Page 583

to

Harold E. Schreffler, Jr.

Conveys the premises hereby abstracted, subject to an easement to The East Ohio Gas Co. recorded in Volume 1241, Page 569; easement to The Ohio Bell Telephone Co. recorded in Volume 1078, Page 530; easement to The Ohio Power Co. recorded in Volume 1236, Page 385.

Subject to the following restrictions.

Then follows the 6 restrictions in the heading of this Abstract.

As a further consideration the grantor hereby reserves the oil and gas underlying the surface of said tract.

LIENS

No. 81.

Harold E. Schreffler, Jr.,
married, and Jill D. Schreffler,
his wife, a minor 20 years of
age, who joins in the execution
of this mortgage for the sole
purpose of releasing her dower
interest in the premises herein
described

Mortgage Deed \$13,000.00
Dated October 29, 1963
Rec. for rec. Oct. 29, 1963
Volume 2985, Page 709
NOT CANCELLED

to

First Federal Savings & Loan
Association of Canton,
Canton, Ohio

Covers the premises abstracted, subject to the conditions, restrictions, easements and reservations in deed noted in Section No. 81 above; and was given to secure a promissory note of \$13,000.00 bearing interest at the rate of 6% per annum, and repayable in monthly installments of not less than \$34.00.

No. 82.

NO LEASES OR MECHANIC'S LIENS.

No Delinquent Personal Tax Liens; No Federal Tax Liens;
No Unemployment Compensation Liens; No Recognizance Bond Liens.

Adenda to Abstract of Title to Lot No. 159 in J. C. Steiner's Laurel Ridge Allotment No. 2, Section No. 4, Plain Township, Stark County, Ohio showing all changes of record in the title thereto since and including November 2, 1963.

No. 84.

No Pending Suits; No Judgments; No Foreign Executions.

No deeds or mortgages No. 85. have been filed covering these premises. Title in the name of Harold E. Schreffler, Jr.

No Financing Statements or Security Interest Liens.

There are no lease No. 86. liens or other Personal Property Tax Delinquency Liens, Federal Tax Liens and (Recognizance) Liens or Unemployment Compensation Liens.

Taxes: See Section 79 of the preceding Abstract.

There are no assessments listed on the current tax duplicate.

There are no Fernal No. 87. suits, judgments or Pending Suits.

I have made a search of the Guardianship Records; Mental Illness (Lunacy) Records; and Feeble-minded and Epileptic Records in the Stark County, Ohio Probate Court in the name of Harold E. Schreffler, Jr. and found nothing therein affecting the title to the premises hereby abstracted. Lunacy or guardianship covering premises in this Abstract.

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I hereby certify that the foregoing Continuation consisting of Sec. Nos. 80 to 87 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 Lot No. 159 in J. C. Steiner's Laurel Ridge Allotment No. 2, Section No. 4, Plain Township, Stark County, Ohio, since and including October 11, 1963, and as shown by the General Indexes in the several Stark County, Ohio, Courthouse Offices, and Stark County, Ohio Office Building.

This Continuation made for Harold E. Schreffler, Jr. at Canton, Ohio and dated this 2nd day of Novmeber, 1963 at 10:37 o'clock A.M. (EST).

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I hereby certify that the foregoing Adenda to Abstract of title consisting of six (6) sections collated from the Official Records of Stark County, Ohio, and that the same is correct and shows every instrument affecting the title to said premises as disclosed by the General Indexes in the several County Offices in and for said County.

Jerome H. Hossler
Jerome H. Hossler
Attorney at Law

Addenda to Abstract of Title to Lot No. 159 in J. C. Steiner's Laurel Ridge Allotment No. 2, Section No. 4, Plain Township, Stark County, Ohio, showing all changes of record in the title thereto since and including November 2, 1963.

No. 88

No deeds or mortgages have been filed covering these premises. Title in the name of Harold E. Schreffler, Jr.

No. 89

There are no Leases, Mechanic's Liens, Personal Property Tax Delinquency Liens, Federal Tax Liens, Bond (Recognizance) Liens or Unemployment Compensation Tax Liens.

No. 90

There are no Foreign Executions, Judgments or Pending Suits.

No. 91

I find no record of feeble mindedness, epilepsy, lunacy or guardianship covering parties in this Abstract.

No. 92

TAXES:	Due in June 1966	-	\$109.05	<i>Paid Donald C Steiner</i>
	Penalty		10.90	
			<u>\$119.95</u> - DELINQUENT	

No. 93

I have made no search for street or sewer assessments, water or other special assessments, nor for the conveyances, agreements, leases or mechanic's liens not filed for record at the date hereof, nor for the rights of parties in possession not shown of record.

-----c0o-----

I hereby certify that the foregoing Addenda to Abstract of title consisting of six (6) sections was collated by me from the Official Records of Stark County, Ohio, and that I believe that the same is correct and shows every instrument of record affecting the title to said premises, as disclosed by the General Indexes in the several County Offices in and for said County.

Canton, Ohio
2-9-67
8:00 A.M.

John B. Grainger
John B. Grainger-Attorney and Abstractor

*Reexamined & Redated
No change
No Extra charge
2-15-67 - 8:30 AM.
John B. Grainger*