

ABSTRACT OF TITLE TO -

PART OF THE NORTHEAST QUARTER
OF SECTION 14, TOWNSHIP 11
(PLAIN), RANGE 8, STARK COUNTY,
OHIO, BEING 0.76 ACRES OF LAND.

*Land
Fire Insurance
Middlebranch Rd,
N.E.
2-8-57*

Plain Township Historical Society

Station 61

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

A B S T R A C T O F T I T L E

T O

T H E F O L L O W I N G D E S C R I B E D P R E M I S E S

Being part of the Northeast Quarter of Section 14, Township 11, (Plain) Range 8, Stark County, Ohio, described as follows: Beginning at an iron pin at the Northwest corner of the Elmwood Park Allotment, as recorded in Plat Book 17, Page 6, in the Office of the Stark County Recorder; thence North 11 degrees East along the center line of the Canton-Middlebranch Road, a distance of 653.36 feet to the place of beginning of the tract hereby conveyed; thence continuing along the center line of said Road, North 11 degrees East a distance of 93.43 feet; thence North 4 degrees East a distance of 8.25 feet; thence South 86 degrees 30 minutes East and parallel with the North line of said Allotment a distance of 326.21 feet; thence South 11 degrees West and parallel with the center line of said Road a distance of 101.68 feet; thence North 86 degrees 30 minutes West a distance of 325.2 feet to the place of beginning of the tract hereby conveyed, containing 0.76 acre of land, more or less.

No. 3

Thomas Jefferson, President
of the United States

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

to

Henry Wershler

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

No. 4

Thomas Jefferson, President
of the United States

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

to

Henry Wershler

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

No. 5

Henry Weshler

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

to

Jacob Weshler

Conveys part of said Section 14, and 13, Township 11, Range 8,
described as follows: Beginning at the corner of sections 11, 12, 13, and 14;
thence east on the line between Sections 12 and 13, 39 chains and 97 links to
a stone; thence south in Section 13, 39 chains and 33 links to a stone the
centre of said Section; thence north 82° west 40 chains and 55 links to a stone
on the line between said Section # 13 and # 14; thence south on said line 11
chains to a stone; thence north 85° west, 40 chains and 55 links to a stone
on the north and south line through the middle of Section # 14; thence north
on said line 38 chains and 59 links to a stone on the east and west line
between Sections # 11 and # 14; thence east on said line, 40 chains and 45 links
to the place of beginning, containing 318.53 acres of land, more or less.

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

Dated Nov. 16, 1828
Probated Oct. 29, 1829

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

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

Jehu Grubb and Adam Essig named executors.

No. 7

Jacob Werahler's Estate
Adm. Dec. "A", page 208

1829 Oct. 29 Adam Essig and
Jehu Grubb qualified as
Executors
1837 May 27 Inventory filed
1840 Sept. 8 Final Account
filed

No. 8

Jehu Grubb and Adam Essig
Executors of Jacob
Werstler, deceased

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

to

Henry Warahler

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

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

No. 9

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

1862 July 28 Eli Smith and Jacob Roush
qualified as Administrators
July 28 Bond filed
1862 Oct. 16 Inventory filed
1864 Mar. 5 Final Account filed

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

No. 10

John Warshler
Henry Warshler
John Brown, Jr. and
Elizabeth Brown
Husband and wife
John Roush and
Mary Roush
Husband and wife
Adam Zentz and
Lydia Zentz
Husband and wife
-vs-
Mary Warshler, widow
Jacob Roush and
Rachel Roush
Husband and wife
Hugh Bowers and
Susanna Bowers
Husband and wife
Eli Warshler
Emanuel Warshler
Jacob Warshler
Manias Warshler
Henry Moonshour and
Eliza Ann Moonshour
Husband and wife
Westley Grimes and
Caroline Grimes
Husband and wife, and
Daniel Warshler
Guardian

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

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

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

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

The Court found the allegations of the petition to be true and ordered the premises partitioned. Commissioners appointed reported that premises could not be divided without injury and appraised the same at \$6600.00, free of dower. John Brown and John Roush, defendants, elected to take said premises at the appraised value, which election was approved by the Court and deed ordered.

No. 11

Daniel Saylor, Sheriff
of Stark County, Ohio

to

John Brown, Jr. and
John Roush

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

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

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

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

to

William A. Spangler

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

William A. Spangler and
Elizabeth Spangler
Husband and wife

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

to

Joseph Spangler

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

No. 14

Henry Werchler and
Mary Magdalene Werchler
Husband and wife

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

to

John Washtler

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

No. 15

John Warstler and
Caroline Warstler
His wife

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

to

Jacob Roush

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

No. 16

Jacob Roush and Rachel Roush
Husband and wife

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

to

Elias Warstler

Same description as in the preceding section of this abstract.

Elias Warstler and
Catharine Warstler
husband and wife

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

to

Joseph Spangler

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

No. 18

Joseph Spangler

Civil Action, Equity

-vs-

Henry Moonshower

Elisa Moonshower

Wesley Grimes

Caroline Grimes

Jacob Roush

Michael Roush

Eli Warshler

Rebecca Warshler

Alva Warshler, age 12 yrs.

Curtis Warshler, age 10 yrs.

Clara Ann Warshler, age 6 yrs.

Sylvanna I. Warshler, age 4 yrs.

Pardee Warshler, age 2 yrs.

John Warshler

Igdia Fenta

Adam Fenta

Susanah Bowers

Emanuel Warshler

Henry Warshler

Sophia Warshler

Emeline Snellbaker and

John Snellbaker

Her husband

Catharine Warshler

Alfred Warshler

Eva Warshler Treash and

her husband

Mary Warshler and

her husband, and

The Unknown Heirs of Henry

Warshler, deceased

vs. A. Spangler and Elizabeth

Spangler, his wife

Elizabeth Brown

Mary Isabell Brown

1884 Aug. 4 Petition and Process filed
1884 Aug. 6 Summons issued
1884 Aug. 8 Summons returned endorsed
1884 Aug. 8 At 10 o'clock A. M., I received
this summons and served the within named
Mary Foush, Edwin Roush, Charles Roush,
Frank Giley, John Giley, Eli Warstler,
William Spangler and Elizabeth Spangler
personally by delivering them an
attested copy hereof, the within named
John Roush not found in my county.
James Lee, Sheriff
1884 Aug. 13 Summons returned endorsed
1884 Aug. 6 At 10 o'clock A. M. I
received this summons and served the
within named Henry Moonshower, Eliza
Moonshower, Wesley Grimes, Caroline
Grimes, Jacob Roush and Michael Roush
personally by delivering them an
attested copy hereof. James Lee, Sheriff
1884 Aug. 15 Affidavit to obtain publication
filed.
1884 Sept. 15 Published notice sent postage
prepaid to Henry Warshler of St. John,
Mich. and Elizabeth Brown, Mary F.
Brown, Sylvester Brown, Wilson Brown
and Oscar Brown of St. Joseph, Mo.
1884 Sept. 25 Affidavit of publication filed
1884 Sept. 30 J. J. Clark appointed guardian
ad litem for minor defendants
1884 Oct. 1 Answer of Guardian ad litem
filed
1884 Oct. 18 Continued
1884 Dec. 4 Decree for plaintiff quieting
title; plaintiff to pay costs

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

App. Dec. 56, page 3235

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

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

No. 19

Joseph Spangler, Plaintiff

-vs-

Jacob Kochshower, et al
Defendants

Certified copy of Journal Entry
Certified Dec. 5, 1864
Rec. for Rec. Dec. 9, 1864
Vol. 209, page 170

The record, as shown in the Recorder's Office of Stark County, Ohio, recites that a certified copy of the Journal Entry, as shown in section No. 18 of this abstract, was left for record December 5, 1864 and recorded December 9, 1864.

No. 20

Joseph Spangler and
Barbara Spangler
Husband and wife

to

William Malvin Spangler and
Anna Spangler

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

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

Conveys the following described premises situated in the township of Plain, County of Stark and State of Ohio, and known as part of the Northeast quarter of section 14 and part of the Northwest quarter of Section 13, Township 11, Range 8, described as follows: Commencing for the same at a stone the Northwest corner of the Northeast quarter of Section 14; thence South $84^{\circ} 10'$ East along the section line 7.47 chains to a stone and the place proper of beginning; thence South $84^{\circ} 10'$ East along the section line 40.46 chains to the center of the Nimishillen Creek; thence in the center of said Nimishillen Creek South $11^{\circ} 20'$ West 6.00 chains; thence in the center of said Nimishillen Creek South $72^{\circ} 30'$ West 2.43 chains; thence in the center of said Nimishillen Creek South $27^{\circ} 30'$ East 2.65 chains; thence in the center of said Nimishillen Creek South 54° West 8.55 chains; thence in the center of said Nimishillen Creek North $27^{\circ} 30'$ West 6.00 chains; thence in the center of said Nimishillen Creek South $64^{\circ} 30'$ West 4.89 chains; thence West $86 \frac{3}{4}^{\circ}$ West 12.50 chains to a stone; thence North $5^{\circ} 37'$ East 11.67 chains to an iron pin; thence North $84^{\circ} 10'$ West 14.89 $\frac{1}{2}$ chains to a post; thence North $2 \frac{3}{4}^{\circ}$ East 3.00 chains to the place of beginning containing thirty-eight and eleven hundredths acres (38.11), there being $8 \frac{1}{2}$ acres of the above described tract in Section 13 and 29.61 acres in Section 14.

No. 21

Joseph Spangler and
Barbara Spangler
Husband and wife

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

to

William M. Spangler and
Anna J. Spangler

Conveys premises described as follows: Situated in the Township of Plain, County of Stark, and State of Ohio, and known as and being a part of the N. E. $\frac{1}{4}$ Section 14, Township 11, Range 8, described as follows, to wit: Beginning at the Northwest corner of said $\frac{1}{4}$ Section; thence east on the Section line 2.49 chains to a stone; thence south 3° West 3.00 chains to a stone and the place of beginning for the tract hereby conveyed; thence South $85^{\circ} 30'$ East and parallel to the Section line 20.20 chains to a post; thence South $6^{\circ} 37'$ West 11.67 chains to a stone; thence North $85^{\circ} 30'$ West 21.85 chains to the center of the Middlebranch & Canton Road; thence North 15° East along the middle of said road 11.44 chains to the place of beginning and containing $23 \frac{7}{10}$ Acres, be the same more or less, but subject to all legal highways.

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

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

to

Frank A. Goldsmith

Conveys the following described premises situated in the township of Plain, County of Stark and State of Ohio, and known as part of the North-east quarter of section 14 and part of the Northwest quarter of Section 13, Township 11, Range 8, described as follows: Commencing for the same at a stone the Northwest corner of the Northeast quarter of Section 14; thence South $84^{\circ} 10'$ East along the section line 7.47 chains to a stone and the place proper of beginning; thence South $84^{\circ} 10'$ East along the section line 40.46 chains to the center of the Minishillen Creek; thence in the center of said Minishillen Creek South $11^{\circ} 20'$ West 9.00 chains; thence in the center of said Minishillen Creek South 72° West 2.43 chains; thence in the center of said Minishillen Creek South 27° East 2.65 chains; thence in the center of said Minishillen Creek South 34° West 8.55 chains; thence in the center of said Minishillen Creek North 27° West 8.00 chains; thence in the center of said Minishillen Creek South 64° West 4.89 chains; thence West $66 \frac{3}{4}^{\circ}$ West 12.50 chains to a stone; thence North $5^{\circ} 37'$ East 11.67 chains to an iron pin; thence North $84^{\circ} 10'$ West 14.99 chains to a post; thence North $2 \frac{3}{4}^{\circ}$ East 3.00 chains to the place of beginning containing thirty-eight and eleven hundredths acres (38.11), there being $8 \frac{1}{2}$ acres of the above described tract in Section 13 and 29.61 acres in Section 14.

Also conveys the following: Situated in the Township of Plain, County of Stark, and State of Ohio, and known as and being a part of the N. E. $\frac{1}{4}$ Section 14, Township 11, Range 8, described as follows, to wit: Beginning at the Northwest corner of said $\frac{1}{4}$ Section; thence east on the Section line 2.49 chains to a stone; thence south 5° West 3.00 chains to a stone and the place of beginning for the tract hereby conveyed; thence South $85^{\circ} 30'$ East and parallel to the Section line 20.20 chains to a post; thence South $5^{\circ} 37'$ West 11.67 chains to a stone; thence North $85 \frac{1}{2}^{\circ}$ West 21.65 chains to the center of the Middlebranch & Canton Road; thence North 15° East along the middle of said road 11.44 chains to the place of beginning and containing $23 \frac{7}{10}$ Acres, be the same more or less, but subject to all legal highways.

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

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

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

App. Doc. 124, page 43782

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

Plaintiff further says that on March 13, 1883, Joseph Spangler, the then owner of said premises, executed to Elizabeth Spangler a certain mortgage deed securing \$12,666.66 and that said deed was recorded in Vol. 102, page 480 of the Stark County Mortgage Records.

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

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

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

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

Being part of N. E. Q. Sec. # 14 and part of N. W. Q. Sec. # 13, T. # 11, R. # 8; Beginning at a stone on the Northwest corner of the Northeast quarter of Section # 14, thence South, 84 degrees 10' East along the Section line 7.47 chains to a stone and the place proper of beginning; thence South 84 degrees 10' east and along the Section line 40.46 chains, to the center of the Nimishillen Creek; thence in the center of said Nimishillen Creek, South 11 degrees 20' West 6 chains; thence in the center of said Nimishillen Creek, south 72 $\frac{1}{2}$ degrees West 2.43 chains; thence in the center of said Nimishillen Creek South 27 $\frac{1}{2}$ degrees East 2.65 chains; thence in the center of said Nimishillen Creek S. 34 degrees west 3.55 chains; thence in the center of said Nimishillen Creek North 27 $\frac{1}{2}$ degrees west 6 chains; thence in the center of said Nimishillen Creek south 64 $\frac{1}{2}$ degrees west 4.09 chains; thence North 85 $\frac{1}{2}$ degrees west 34.35 chains to a post in the center of the Canton and Middlebranch Road; thence North 15 degrees East along the center of said road 11.44 chains to a post; thence South 85 degrees and 30' East and parallel to the Section line 5.20 chains to a post; thence North 2 $\frac{3}{4}$ degrees East 3 chains to the place of beginning there being 8 $\frac{1}{2}$ acres of the above described tract in Section # 13 and 53.81 acres in the Northeast quarter of Section # 14, aforesaid, be the same more or less but subject to all legal highways.

No. 24

Frank A. Goldsmith's Estate

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

1937	Aug. 25	Application to probate will filed; notice issued
1937	Aug. 27	Notice returned served
1937	Aug. 25	Waiver filed
1937	Aug. 28	Hearing had; will admitted to probate and record
1937	Aug. 28	Application for letters filed; Carl Goldsmith of R. R. # 3, Canton, Ohio, Executor
1937	Aug. 28	Bond of \$50,000 with London & Lancashire Indemnity Co. as surety
1937	Aug. 28	Bond filed and approved
1937	Aug. 28	Letters issued
1937	Oct. 21	Inventory, appraisement and waiver filed; hearing set and notice by publication ordered; proof of publication approved; hearing had
1937	Oct. 26	Proof of publication filed
1937	Oct. 26	Inventory and appraisement allowed and confirmed
1937	Dec. 30	Petition for sale of personal property filed
1938	July 20	Sale bill filed
1939	Jan. 12	Certificate to Probate Court on filing petition to contest will filed; hearing had; all papers ordered transmitted to Court of Common Pleas

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

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

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

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

1939 June 15 Petition to determine inheritance tax filed

1939 June 26 Hearing had; estate found as follows;
Gross, \$32,732.54; personal, \$22,532.54;
real, \$10,200.00; debts, \$7,261.93; net
\$25,470.61 Waivers and notices ordered

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

1939 June 26 Waiver of next of kin filed

1939 June 26 Motion for order to reduce interest filed

1939 June 26 Hearing had; interest ordered reduced to 5%

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

1939 July 1 Certified

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

No. 25

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

Homer Goldsmith
William Goldsmith
May Correll

Marie Himes
Carl Goldsmith
Harry Goldsmith

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

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

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

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

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

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

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

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

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

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

F. A. Goldsmith^r

State of Ohio
 Stark County
 Probate Court
 Civ. Doc. "X", page 408

Carl Goldsmith, Executor
 of the Last Will
 and Testament of
 Frank A. Goldsmith, dec'd

Plaintiff

1938 Mar. 19 Petition for Instructions filed
 1938 Mar. 19 Summons issued to Sheriff of
 Stark County, Ohio
 1938 Mar. 19 Hearing set for 3/21/38; notice
 ordered
 1938 Mar. 23 Summons returned served on
 Homer Goldsmith and William
 Goldsmith
 1938 May 23 Hearing had; will construed

-75-

Homer Goldsmith
 Louisville, Ohio
 William Goldsmith
 Louisville, Ohio
 May Correll
 930 Sherb Ave. N. W.
 Canton, Ohio
 Marie Hines
 Carl Goldsmith (individually)
 Harry Goldsmith
 Vesta Blaser
 Warstler Church

Defendants

Waiver of Summons

Harry Goldsmith
 Mrs. L. Correll
 Marie E. Hines
 Vesta Blaser

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

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

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

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

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

No. 28

State of Ohio
Stark County
Court of Common Pleas
App. Dec. 160, # 77472

Homer Goldsmith
William Goldsmith
Mrs. Harold Corroll
Mrs. Lloyd Himes

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

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

Jon. T. Hise, Sheriff

1939	Jan. 12	Certificate issued to Probate Court
1939	Feb. 24	Motion for trial filed
1939	Apr. 19	Order to make up issue to a jury
1939	Apr. 20	Trial to jury; verdict for defendants
1939	Apr. 22	Motion for new trial filed
1939	May 3	Motion for new trial overruled
1939	May 3	Judgment on verdict
1943	Apr. 16	Execution for cost issued Court Cost Due - \$44.66

Petition to contest will recites that on the 31st day of August, 1937, one Frank A. Goldsmith died possessed of an estate and thereafter on the 28th day of September, 1937, a certain paper writing purporting to be the last will and testament of Frank A. Goldsmith, deceased, bearing date of the 17th day of August, 1937, was admitted to probate by the Probate Court of Stark County, Ohio. Said petition lists plaintiff and defendants, except Miss Vesta Blaser and Warstler Church, as heirs at law of Frank A. Goldsmith, deceased, and recites further that said paper writing is not the last will and testament of said Frank A. Goldsmith, deceased. Jury found in favor of defendants and the paper writing is the valid last will and testament of Frank A. Goldsmith, deceased.

pg. 29

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

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

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

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

No. 50

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

Executor's Deed
Dated in Ack'd, Nov. 2, 1939
Rec. Nov. 2, 1929
Vol. 1267, page 367

to

David M. Smetts

Conveys part of the northeast quarter of Section # 14, and part of the northwest quarter of Section # 13, Township # 11, Range # 6; beginning at a stone on the northwest corner of the northeast quarter of Section # 14, thence south 84 degrees 10' east along the sectionline 7.47 chains to a stone and the place proper of beginning; thence south 84 degrees 10' east along the section line 40.46 chains to the center of the Minishillen Creek; thence in the center of said Minishillen Creek south 11 degrees 20' west 6 chains; thence in the center of said Minishillen Creek south 72 1/2 degrees west 2.43 chains; thence in the center of said Minishillen Creek south 27 1/2 degrees east 2.65 chains; thence in the center of said Minishillen Creek south 34 degrees west 8.55 chains; thence in the center of said Minishillen Creek north 37 1/2 degrees west 6 chains; thence in the center of said Minishillen Creek south 64 1/2 degrees west 4.89 chains; thence north 86 1/2 degrees west 34.35 chains to a post in the center of the Canton-Middlebranch Road; thence north 15 degrees east along the center of said road 11.44 chains to a post; thence south 85 degrees 30' east and parallel to the section line 6.20 chains to a post; thence north 2 3/4 degrees east 3 chains to the place of beginning, there being 8 1/2 acres of the above described tract in Section # 15 and 55.51 acres in the northeast quarter of Section # 14 aforesaid.

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

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

No. 31

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

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

to

Charles R. Carr
Elizabeth C. Carr

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

No. 32

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

Warranty Deed
Signed & Ack'd. Dec. 31, 1945
Rec. for Rec. Jan. 3, 1946
Vol. 1526, page 451

to

Giles H. Wagner
Mildred Wagner

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

L I E N S

No. 33

Henry Warstler and
Polly Warstler

Mortgage \$3066.00
Signed & Ack'd. Apr. 17, 1937
Rec. for Rec. Apr. 17, 1937
Vol. "Q", page 523
Cancelled.

to

John Grubb and
Adam Essig

William A. Spangler

to

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

Mortgage \$2000.00
 Signed & Ack'd. Apr. 1, 1863
 Rec. for Rec. Apr. 4, 1863
 Vol. 30, page 338
 Cancelled

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

Jacob Roush

to

John Warshler

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

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

Samuel Warshelin, Agent
 for John Warshler

Copied from original mortgage April 9, 1863.

Jacob Roush

to

Jonas Druckenbrod

Mortgage \$100.00
 Signed & Ack'd. Apr. 3, 1863
 Rec. for Rec. Apr. 20, 1863
 Vol. 67, page 413

June 18, 1866. Received full satisfaction of this mortgage and hereby cancel the same.

No. 37

Jacob Roush
to
Samuel Ringer

Mortgage \$100.00
Signed & Ack'd. Apr. 2, 1866
Rec. for Rec. Apr. 3, 1866
Vol. 92, page 335
Cancelled.

No. 38

Elias Warstler
to
Jacob Roush

Mortgage \$800.00
Signed & Ack'd. Sept. 5, 1868
Rec. for Rec. Dec. 17, 1868
Vol. 106, page 1
Not cancelled.

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

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

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

No. 39

Joseph Spangler and
Barbara Ann Spangler
Husband and wife
to
Elizabeth Spangler

Mortgage \$12,666.64
Signed & Ack'd. Mar. 13, 1863
Rec. for Rec. Apr. 2, 1863
Vol. 102, page 460
Cancelled by order of Common
Pleas Court
See Section No. 23 preceding

No. 40

Joseph Spangler and
Barbara A. Spangler

to

John H. Corroll

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

No. 41

Joseph Spangler and
Barbara A. Spangler

to

Henry Kloss

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

No. 42

Joseph Spangler and
Barbara A. Spangler

to

Jacob Harmon

Mortgage \$1500.00
Signed & Ack'd. Mar. 29, 1884
Rec. for Rec. Apr. 1, 1884
Vol. 203, page 68
Cancelled.

No. 43

Joseph Spangler and
Barbara A. Spangler

to

Samuel C. Sheets

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

No. 44

Joseph Spangler and
Barbara A. Spangler

to

Amos Trump

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

No. 45

Joseph Spangler and
Barbara A. Spangler

to

Elizabeth Warstler

Mortgage \$1000.00
Signed & Ack'd. Mar. 17, 1890
Rec. for Rec. Apr. 1, 1890
Vol. 264, page 99
Cancelled.

No. 46

Joseph Spangler and
Barbara A. Spangler

to

Malinda Snyder

Mortgage \$6500.00
Signed & Ack'd. Apr. 2, 1894
Rec. for Rec. Apr. 3, 1894
Vol. 510, page 98
Cancelled.

No. 47

Joseph Spangler and
Barbara A. Spangler

to

Henry Sehn

Mortgage \$1000.00
Signed & Ack'd. Apr. 2, 1894
Rec. for Rec. Apr. 3, 1894
Vol. 510, page 105
Cancelled.

No. 48

Joseph Spangler and
Barbara A. Spangler

to

Aaron Snyder

Mortgage \$5500.00
Signed & Ack'd. Apr. 2, 1900
Rec. for Rec. Mar. 31, 1900
Vol. 374, page 521
Cancelled.

No. 49

Wm. M. Spangler and
Anna Spangler
Husband and wife

to

Henry Lahn

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

For valuable consideration, I hereby sell, assign and transfer the
within mortgage and note given therewith to Aaron Snyder. Dated Jan. 5, 1903.

Henry Lahn

Copied from original mortgage Jan. 5, 1903.

No. 50

William M. Spangler and
Anna J. Spangler

to

Aaron Snyder

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

No. 51

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

to

Aaron Snyder

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

No. 52

Wm. M. Spangler and
Anna J. Spangler

to

Daniel Paulus

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

No. 53

Charles R. Carr
Elizabeth C. Carr, his wife

to

David M. Smetts

Mortgage \$7300.00
Signed & Ack'd. February 15, 1943
Rec. for Rec. Feb. 15, 1943
Vol. 1390, page 462
Cancelled.

No. 54

Charles R. Carr
Elizabeth C. Carr

to

First Trust and Savings Bank
Canton, Ohio

Mortgage \$7300.00
Signed & Ack'd. Sept. 22, 1943
Rec. for Rec. Sept. 27, 1943
Vol. 1418, page 298
Cancelled.

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

No. 55

Giles H. Wagner
Mildred Wagner
Husband and wife

to

The Home Savings and Loan
Company of Canton, Ohio

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

Conveys premises abstracted together with but subject to the oil
and gas lease recorded in Vol. 41, page 248 and the gas storage agreement
recorded in Vol. 1408, page 100.

No. 56

Giles H. Wagner
Mildred Wagner
Husband and wife

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

to

The Home Savings and Loan
Company of Canton, Ohio

Conveys premises abstracted, and provides for the payment of mortgage note at rate of \$5.00 per month, with interest thereon at $\frac{5}{8}$ per annum.

No. 57

Giles H. Wagner and
Mildred Wagner, husband and wife

Mortgage \$1000.00
Signed & Ack'd. Sept. 19, 1949
Rec. for Rec. Sept. 19, 1949
Vol. 1800, page 508
Cancelled.

to

The Home Savings & Loan Co.,
Canton, Ohio

COVERS: Premises abstracted. Secures note in above amount, payable \$10.00 per month at $\frac{4}{8}$ per cent interest.

No. 58

Giles H. Wagner
Mildred Wagner
Husband and wife

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

to

Midland-Buckeye Federal
Savings and Loan Assn.

Plain Township Historical Society

Cancelled
1-29-51
John R. Rine

F. A. Goldsmith

to

J. C. Shanks

Gas & Oil Lease

Signed Sept. 11, 1918

Ack'd. Sept. 13, 1918

Rec. for Rec. Dec. 23, 1918

Vol. 19, page 549

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

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

Frank Goldsmith, single

to

H. P. Muhlbach

Gas & Oil Lease

Signed & Ack'd. Aug. 27, 1929

Rec. for Rec. Sept. 30, 1929

Vol. 41, page 243

Gas and oil lease for a period of twenty years.

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

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

H. P. Muhlbach

to

Brooks J. Johnston

Assignment of Lease of

Frank Goldsmith

Dated Aug. 27, 1929 and

Rec. Lease Rec. 41, page 243

Assignment Rec. 2, page 241

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

Brooks J. Johnston

to

The Timken Roller Bearing Co.

Assignment of Lease of

Frank Goldsmith

Dated Aug. 27, 1929 and

Rec. Lease Rec. 41, page 243

Assignment Rec. 2, page 326

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

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

to

David M. Smetta

Assignment of Lease

Dated & Ack'd. Nov. 2, 1930

Rec. for Rec. Nov. 24, 1930

Rec. Lease Rec. 41, page 243

Assignment Rec. 4, page 308

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

The Timken Roller Bearing Company

to

The East Ohio Gas Company

Assignment of Lease

Dated & Ack'd. Feb. 19, 1943

Rec. for Rec. Feb. 19, 1943

Rec. Lease Rec. 41, page 243

Assignment Rec. 5, page 605

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

No. 66

Charles R. Carr
Elizabeth C. Carr

to

East Ohio Gas Co.

Supplemental Gas Storage
Agreement
Dated & Ack'd. March 31, 1943
Rec. for Rec. May 7, 1943
Vol. 1408, page 100

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

No. 67

Giles H. Wagner and
Mildred Wagner, his wife

to

Board of County Commissioners
of Stark County

Slope Easement for Highway Purposes
Signed & Ack'd. May 19, 1948
Rec. for Rec. August 18, 1948
Vol. 1720, page 365

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

No. 68

No mechanic's liens.

No. 69

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

No. 70

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

No. 71

TAXES: Paid to and including December, 1949 payment.

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

I hereby certify that the foregoing ABSTRACT OF TITLE consisting of seventy-two (72) sections was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises as indicated by the General Indexes of the several County offices, located at Canton, Stark County, Ohio.

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



Attorney and Abstractor

Continuation to the foregoing Abstract of Title showing changes affecting the title to the following described premises: Known as and being a part of the Northeast Quarter of Section 14, Township 11, (Plain), Range 8, Stark County, Ohio, and described as follows:

Beginning at an iron pin at the Northwest corner of Elmwood Park Allotment as recorded in Plat Book 17, Page 6, in the Office of the Stark County Recorder, said iron pin being in the center line of the Canton-Middlebranch Road; thence North 11 degrees East, along the center line of said Road, a distance of 653.36 feet to the place of beginning of the tract herein conveyed; thence continuing along said center line a distance of 101.68 feet to the Southwest corner of land now owned by Ora Beggs; thence Eastwardly along the South line of said Beggs' Tract, (and passing over an iron pin at 25 feet) a distance of 325.2 feet; thence South 11 degrees West and parallel with the center line of said Road a distance of 101.68 feet; thence North 86 degrees 30 minutes West and parallel with the North line of said Allotment, a distance of 325.2 feet to the place of beginning of the tract herein conveyed, containing 0.76 Acre of land, more or less, since and including April 18th, 1950.

*incorrect description is being heading of abstract of title
J.E.R.*

NO. 73

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

NO. 74

Giles H. Wagner, Mortgage Deed \$ 9500.00
Mildred Wagner, Dated & Ack'd January 16, 1951
Husband and wife, Not Cancelled
to January 22, 1951
Midland Buckeye Federal Savings & Loan Association
Volume 1963, Page 278

Released on the Record sept. 6, 1957 James E. Ritchie atty.

Covers the above described premises and is security for a promissory note in the amount of Nine Thousand Five Hundred and no/100 Dollars, (\$9500.00); Interest 5%; Monthly Payment Ninety Five and no/100 Dollars, (\$95.00).

NO. 75

No living leases or mechanic's liens.

THE PREMISES DESCRIBED IN THE HEADING OF THIS ABSTRACT OF TITLE WAS RELEASED FROM THE OPERATION OF THIS MORTGAGE BY PARTIAL RELEASE FILED IN RELEASE RECORD VOL. 27, PAGE 16 OF THE STARK COUNTY RECORDS.
James E. Ritchie atty.

Plain Township Historical Society

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

NO. 77

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

NO. 78

Search made for Lunacy and Imbecility.


NO. 79

TAXES: June Payment 1956 ***** Paid.

NO. 80

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

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


Alton L. Rinier, Attorney at Law.

Canton, Ohio,

February 8th, 1957,

8:30 A. M.

Giles H. Wagner
and
Mildred Wagner,
husband and wife,
to
Ora Beggs

Warranty Deed
Dated February 21, 1957
Rec'd for Record March 12, 1957
Volume 2478; Page 105

Conveys the 0.76 acre tract as described in the heading of this Abstract of Title.

The following covenants and restrictions run with the land:

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

Subject to a Gas and Oil Lease from Frank Goldsmith to H. P. Mulbach as recorded in Lease Volume 41, Page 243 of the Stark County Lease Records.

Subject to a Supplemental Gas Storage Agreement from Charles R. Carr and Elizabeth C. Carr, as recorded in Volume 1408, Page 100 of the Stark County Deed Records.

Subject to a Slope Easement for Highway Purposes from Giles H. Wagner and Mildred Wagner, his wife, to Board of County Commissioners of Stark County, as recorded in Volume 1720, Page 365 of the Stark County Deed Records.

No. 82

No mortgages.

No. 83

No leases or mechanic's liens.

No. 84

No Federal tax, no personal property tax, no recognition bond, and no Unemployment Compensation liens.

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

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

No. 86

TAXES: December 1958 installment of taxes in the amount of \$10.61 has not been paid.

No. 87

I have made no search for special assessments which are not shown on the tax duplicate in the Treasurer's office, nor for 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, nor for pending suits or judgments in any court other than the Common Pleas Court of Stark County, Ohio.

I HEREBY CERTIFY that the foregoing CONTINUATION, consisting of Sections 81 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 said premises, as shown by the General Indexes in the several County offices in and for Stark County, Ohio, from and including February 8, 1957.

Canton, Ohio
February 23, 1959

James E. Ritchie
James E. Ritchie
Attorney at Law

Northeast Quarter of Section 14, Plain Township, Stark County, Ohio, containing 0.76 acre, showing changes in title thereto since and including February 23, 1959.

No. 88

Ora Beggs, married,

to

Plain Township Trustees

Warranty Deed

Dated: March 13, 1959

Ack'd: March 13, 1959

Filed: March 24, 1959

at 10:50 a.m.

Volume 2618, Page 520

NOTE: R. M. Beggs, husband of Grantor, releases dower.

See copy of Warranty Deed attached.

No other deeds have been filed of record during the period of this Continuation.

No. 89

No mortgages or land contracts have been filed of record during the period of this Continuation.

No. 90

No leases or mechanic's liens have been filed of record during the period of this Continuation.

No. 91

No personal property tax liens, severance tax liens, federal tax liens, recognizance or surety bond liens, nor old age pension liens or unemployment compensation liens have been filed of record during the period of this Continuation.

No. 92

There are no financing statements nor security instruments shown by the real estate mortgage indices as having been filed during the period of this Continuation.

No. 93

No proceedings in the Probate Court, which in any way affect title to the premises herein abstracted, have been filed during the period of this Continuation.

No. 94

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

That I, ORA BEGGS, married,

the Grantor

who claims title by or through instrument recorded in Volume 2478, Page 105,

County Recorder's Office, for the consideration of One and 00/100 - - - - -

Dollars (\$1.00 - - -)

received to my full satisfaction of PLAIN TOWNSHIP TRUSTEES

the Grantee s,

whose TAX MAILING ADDRESS will be

do

Give Grant, Warranty, Sell and Convey unto the said Grantee s, their heirs and assigns, the following described premises, situated in the Township of Plain, County of Stark and State of Ohio:

Known as and being part of the Northeast Quarter of Section 14, Township 11, (Plain) Range 8, Stark County, Ohio, and described as follows:

Beginning at an iron pin at the Northwest corner of the Elmwood Park Allotment, as recorded in Plat Book 17, Page 6, in the Office of the Stark County Recorder; thence North 11 degrees East, along the center line of the Canton-Middlebranch Road, a distance of 653.36 feet to the place of beginning of the tract hereby conveyed; thence continuing along the center line of said Road, North 11° East, a distance of 93.43 feet; thence North 4 degrees East a distance of 8.25 feet; thence South 86 degrees 30 minutes East and parallel with the North line of said Allotment, a distance of 326.21 feet; thence South 11 degrees West and parallel with the center line of said Road, a distance of 101.68 feet; thence North 86 degrees 30 minutes West a distance of 325.2 feet to the place of beginning of the tract hereby conveyed containing 0.76 ac. of land, more or less.

Subject to the same covenants and restrictions as are shown in a Warranty Deed dated February 21, 1957, from Giles H. Wagner and Mildred Wagner, husband and wife, to Ora Beggs recorded in Volume 2478, Page 105 of the Deed Records in the Office of the Recorder of Stark County, Ohio.

Subject to a Gas and Oil Lease from Frank Goldmith to H. P. Mulbach as recorded in lease Volume 41, Page 243 of the Stark County Lease Records.

Subject to a Supplemental Gas Storage Agreement from Charles R. Carr and Elizabeth C. Carr, as recorded in Volume 1408, Page 100 of the Stark County Deed Records.

Subject to a Slope Easement for Highway Purposes from Giles H. Wagner and Mildred Wagner, his wife, to Board of County Commissioners of Stark County, as recorded in Volume 1720, Page 365 of the Stark County Deed Records.



"Deed checked for tract description only"
FEB 24 1959
WADE SHIDLER
STARK COUNTY ENGINEER
Deputy

be the same more or less, but subject to all legal highways.