

Property of
Plain Township
Historical Society

Abstract of title

The Josiah Correll Farm

6123 Market Ave. W.

Plain Sup.

Plain Township Historical Society

A. V. Meyer
Historic Home
Chairman

KIM R. PEREZ, Stark County Auditor - Property Record Card

Created on: 1/18/2008 at 1:43:16 PM

PARCEL ID: 5218114 Card: 2 of 2 Class Code: RESIDENTIAL

Map: 016NE Block: 01 Routing: 31.10

OWNER'S NAME & PROPERTY ADDRESS

WEST MARGO
6123 MARKET AVE N

Legal Description: 16 NE .80A
Tax District: 52 - PLAIN TWP - PLAIN LSD

	LAND	BUILDING	TOTAL
PRESENT TAXABLE VALUE	\$14,110	\$37,240	\$51,350
PRIOR TAXABLE VALUE	\$16,420	\$34,790	\$51,210
HOMESITE TAXABLE VALUE			
CAUV TAXABLE VALUE			

FORMER OWNERS:

MORRIS RUTH A 8/21/2007 ()

MARKET VALUE SUMMARY:

YEAR	LAND	BUILDING	TOTAL
2006	\$40,300	\$106,400	\$146,700
2003	\$46,900	\$99,400	\$146,300
2000	\$42,900	\$89,800	\$132,700

LAND PRICING:

CLASS	DIMENSIONS	RATE	BASE VALUE	% ADJ	REASON	VALUE
TOTAL LAND VALUE:						\$0

OTHER STRUCTURES:

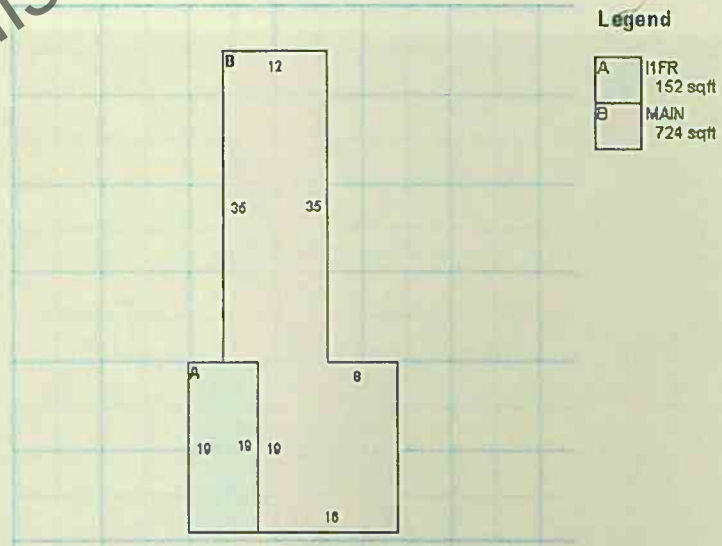
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TYPE	WALL	STY	CONST	SIZE	YEAR	GRAD	COND	VAL	DEPR	REA	VAL

PRIMARY STRUCTURE

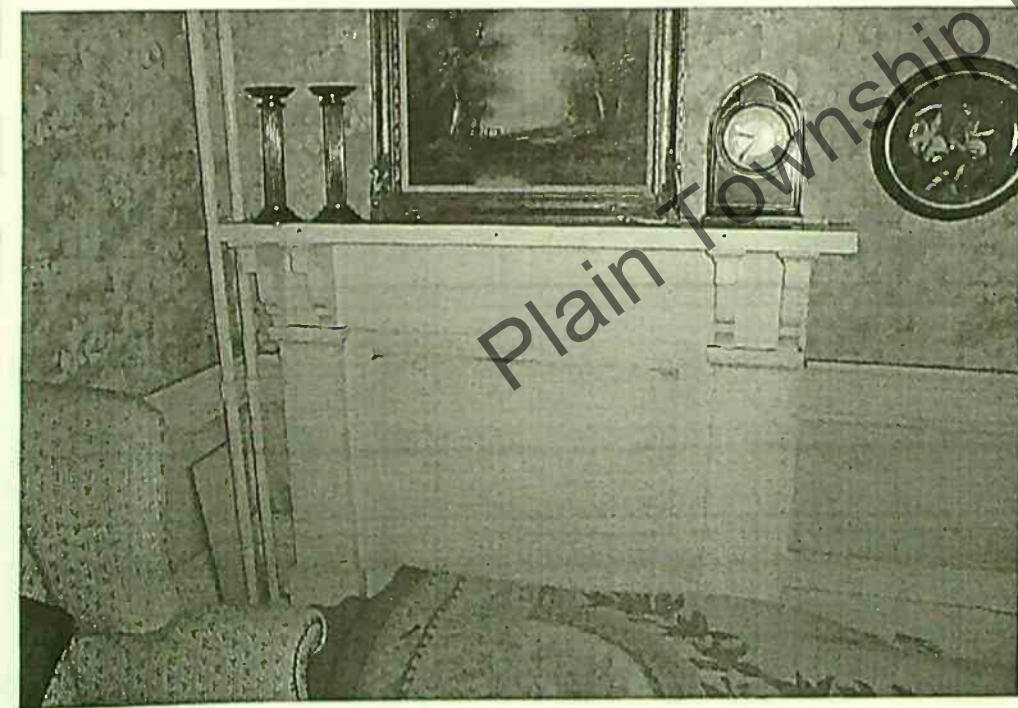
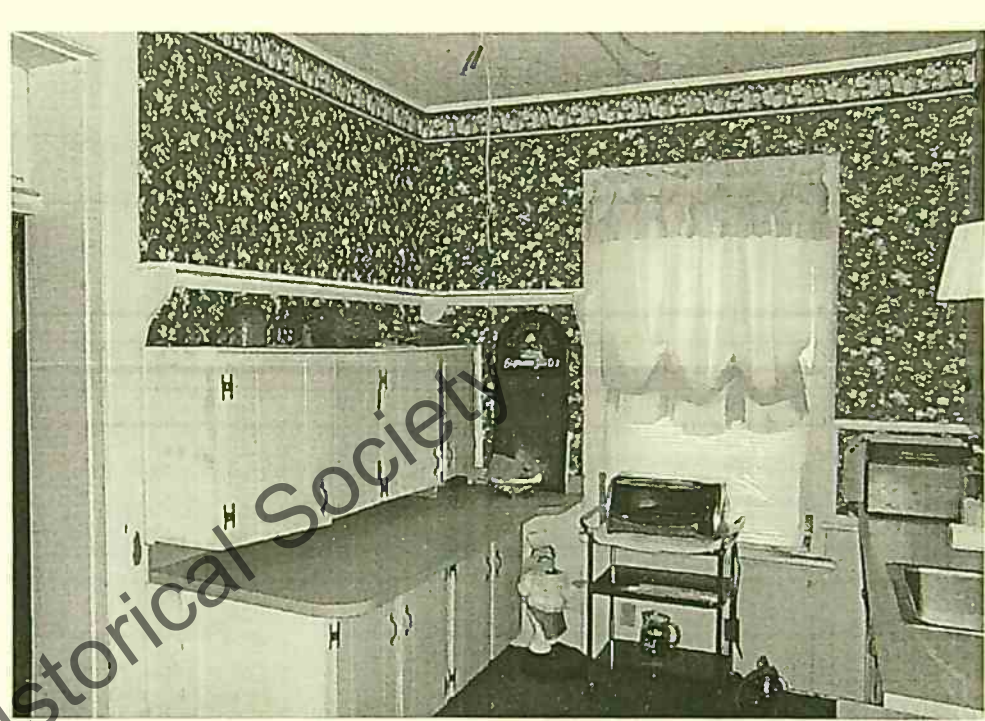
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RANCH	ONE	00	BRICK	1856	0080	AVERAGE

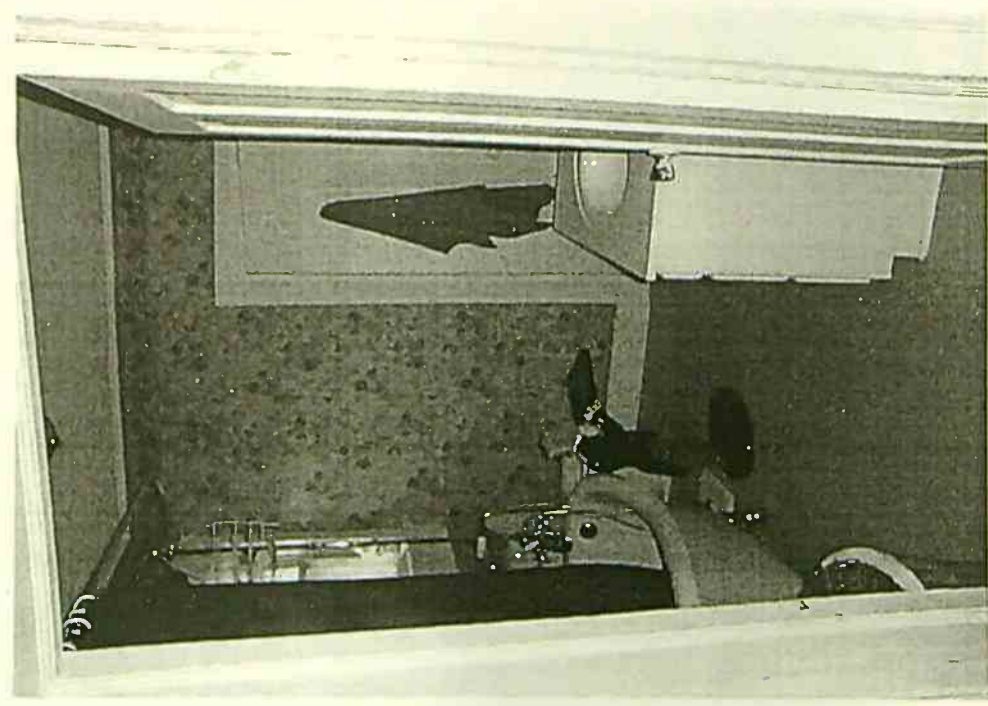
	724	SQFT LIVING	IDENT	DESCRIPTION	SQFT
	1	FULL BATHS	MAIN	RANCH	724
		PART BATH	11FR		152
GAS		HEATING			
		FIREPLACE			
N/A		BSMT FINISH			
	1	BEDROOMS			
NO		FAMILY ROOM			
NO		CENTRAL AIR			

Plain Township Historical Society

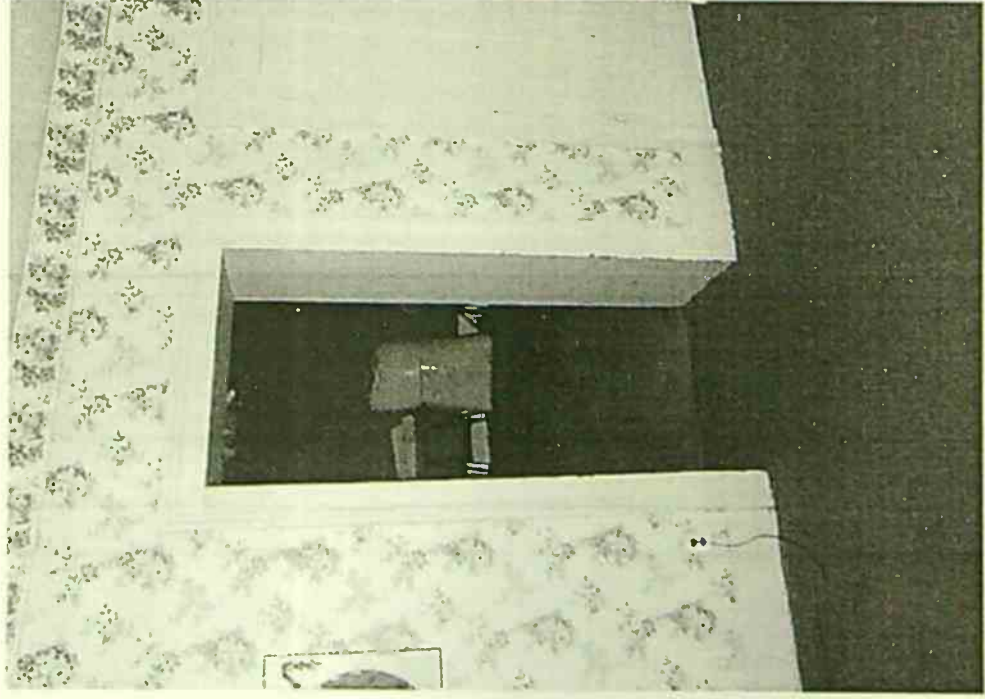
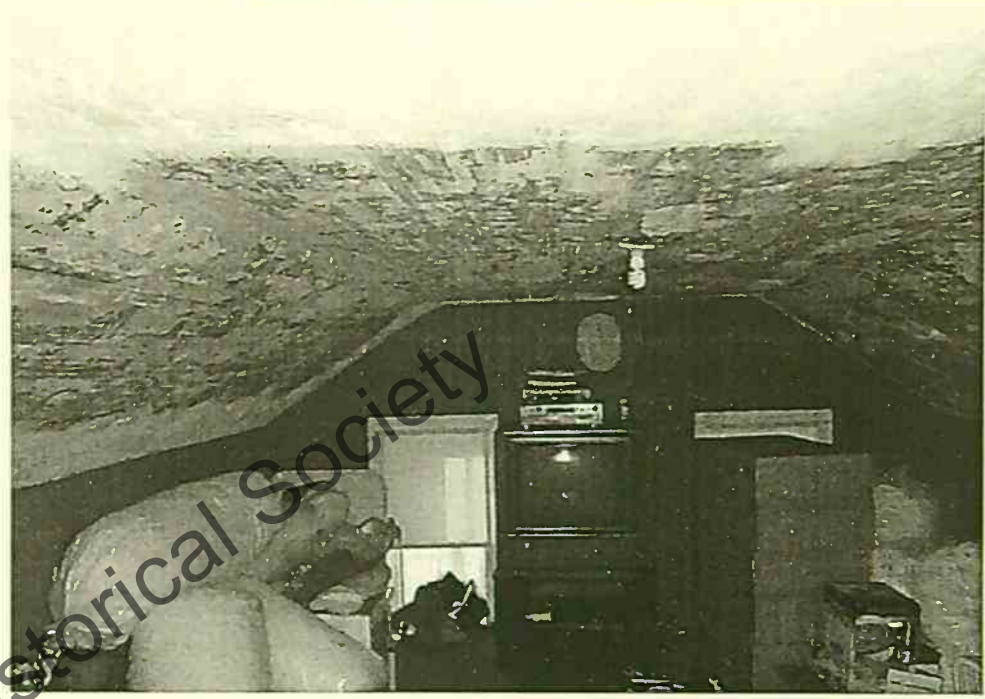
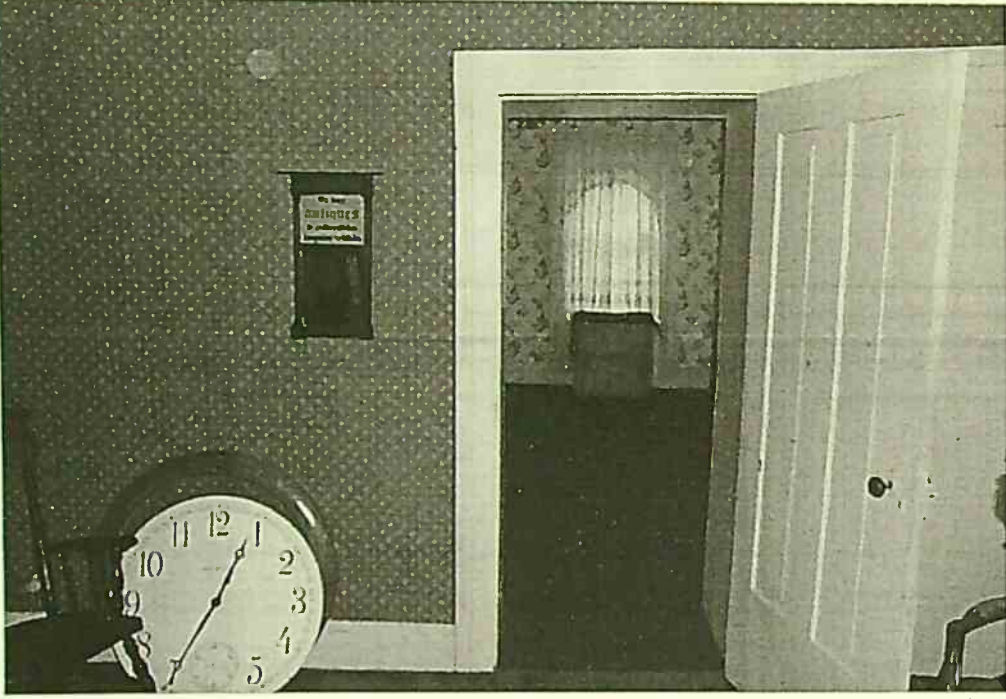


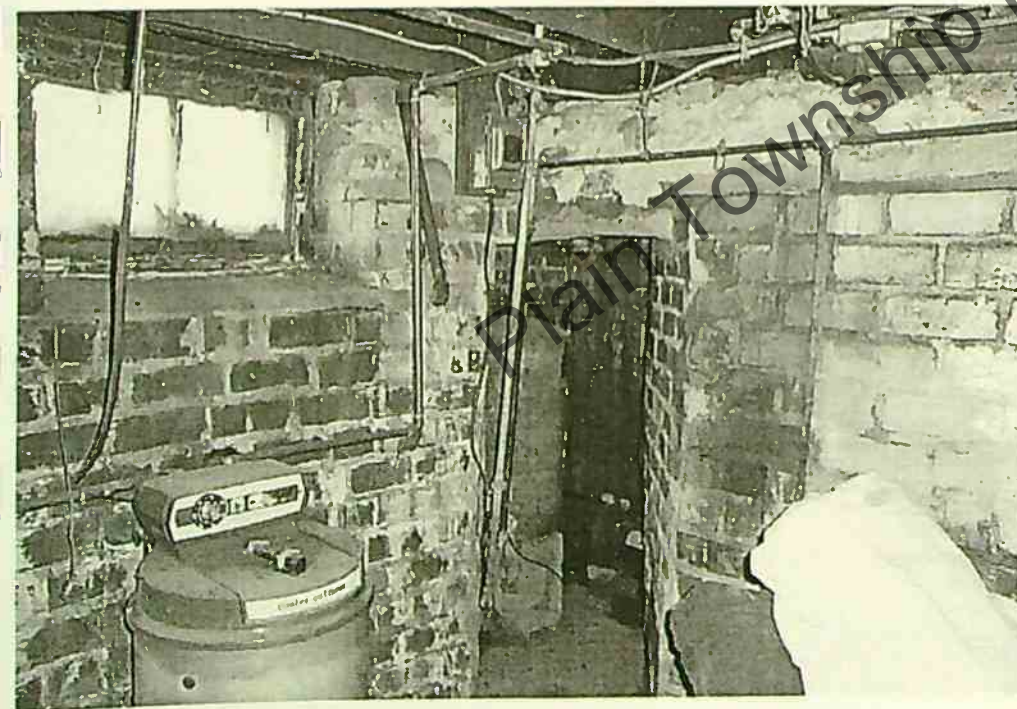
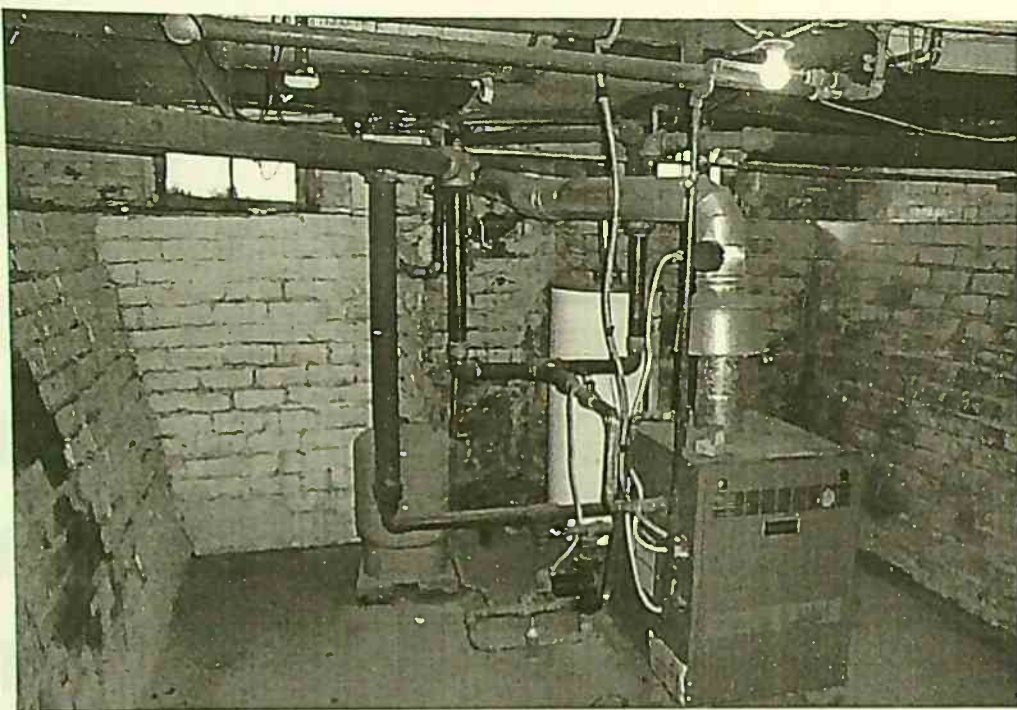
Grid in 5 ft interval, Legend with white background indicates no drawable area

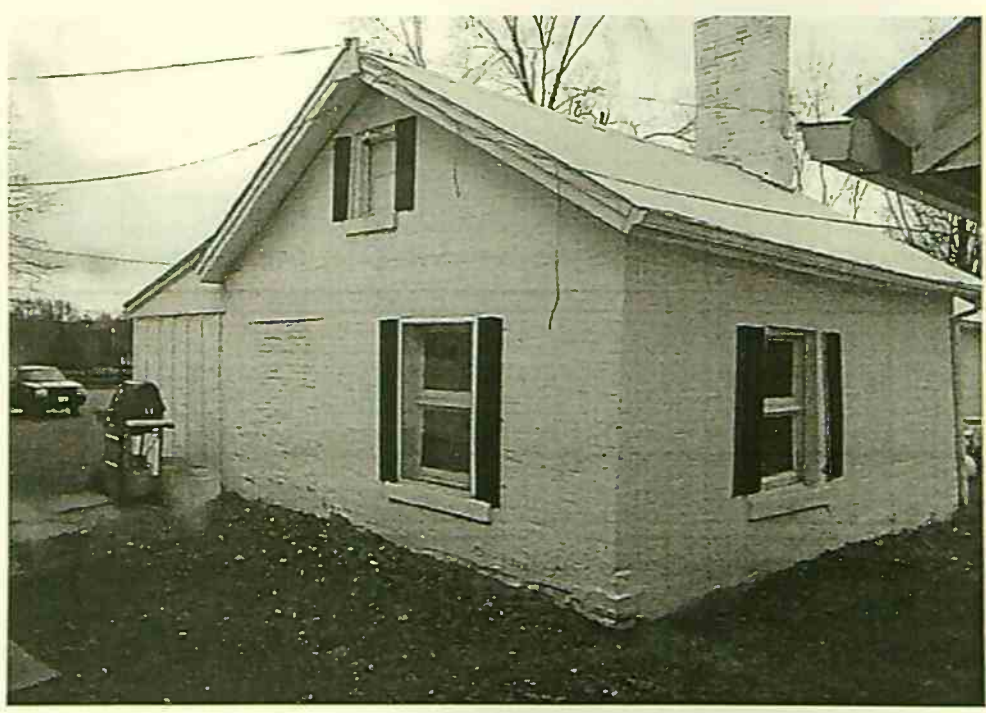
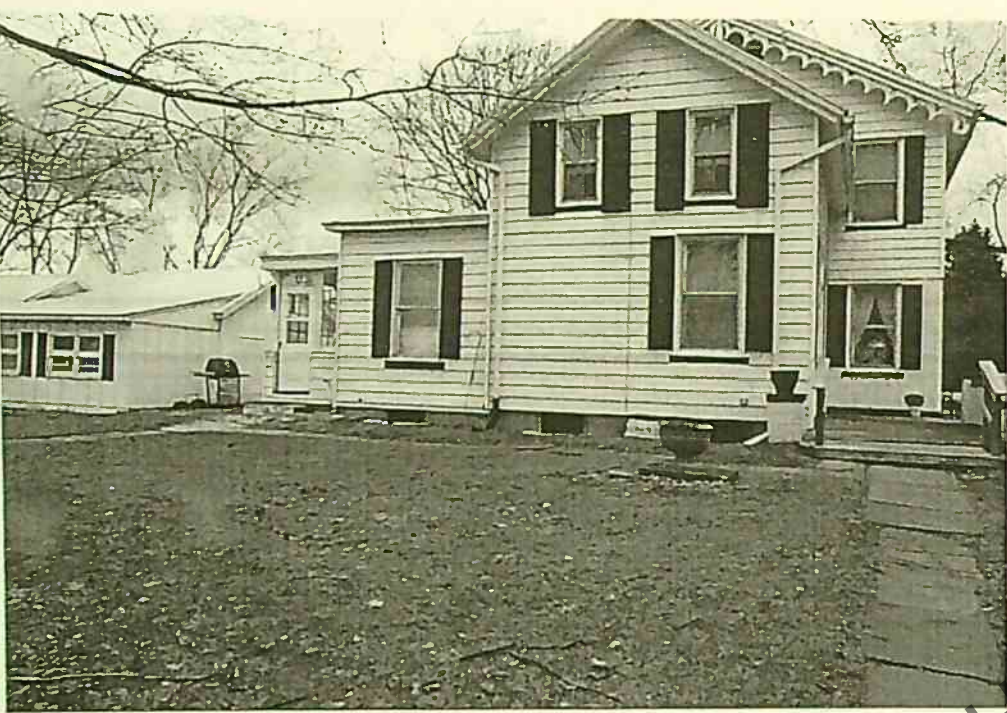




Plain Township Historical Society









Plain Township Historical Society

Martha
7.
Kamm

Marcella Kamm
Exhibits

40

Plain Township Historical Society

ABSTRACT OF TITLE

to

part of the South half of the
Northeast Quarter of Section
No. 16, Township No. 11 (Plain),
Range No. 8, Stark County, Ohio.

Marcella

Russell J. Van Nostran,
Attorney at Law.

ABSTRACT OF TITLE to the following described premises:

Part of the Northeast Quarter of Section Sixteen (16, Township Eleven (11) North (Plain), Range Eight (8) West, County of Stark and State of Ohio and more particularly described as follows: Beginning at the southeast corner of said Northeast Quarter of Section 16; thence, with the East line of said Quarter, North five degrees twenty minutes East ($N 5^{\circ} 20' E$) four hundred thirty-five feet (435') to the true place of beginning; Thence, from the true place of beginning and with the east line of said Quarter, North five degrees twenty minutes East ($N 5^{\circ} 20' E$) five hundred sixty and nine tenths feet (560.9'); Thence North eighty-five degrees thirty-four minutes West ($N 85^{\circ} 34' W$) four hundred thirty-five feet (435'); Thence, parallel to the east line of said quarter, North five degrees twenty minutes East ($N 5^{\circ} 20' E$) three hundred sixty feet (360'); Thence North eighty-five degrees thirty-four minutes West ($N 85^{\circ} 34' W$) two thousand two hundred sixty-six and two tenths feet (2266.2') to the west line of said Quarter; Thence, with said west line, South five degrees sixteen minutes East ($S 5^{\circ} 16' W$) nine hundred ten and two tenths feet (910.2'); Thence, parallel to the south line of said Quarter, South eighty-five degrees sixteen minutes East ($S 85^{\circ} 16' E$) two thousand six hundred ninety-nine and eight tenths feet (2699.8') to the true place of beginning. The above described tract contains fifty-two and seventy-six hundredths (52.76) acres, more or less, subject to all legal highways.

ABSTRACT OF TITLE to the South half of the Northeast Quarter of Section No. 16, Township No. 11 (Plain), Range No. 8, containing 81 acres.

2.

All conveyances appearing in this Abstract are regularly and properly executed unless otherwise noted. The date on which instruments herein appearing were received for record is given herein as the date of recording. Where husband and wife are joint owners and convey in that capacity, the conveyance is noted "husband and wife"; where the husband or wife joins in the conveyance to release dower, such conveyances are designated "her husband" or "his wife".

3.

Allen Trimble, Governor
of the State of Ohio,
to
William Essig.

Governor's Deed
Dated Aug. 30, 1830
Rec. Aug. 30, 1832
Vol. "J", Page 502.

Grants the south half of the Northeast Quarter of Section No. 16, Township No. 11, Range No. 8,

4.

William Essig
William Essig and wife.
to
John Miller.

Gen. Warranty Deed
Dated Feb. 18, 1848
Rec. Dec. 17, 1852
Vol. 53, Page 373.

Conveys:- Premises as described in preceding section.

5.

John Miller
John Miller and wife.
to
John Correll, Jr.

Gen. Warranty Deed.
Dated July 2, 1849
Rec. Aug. 9, 1849
Vol. 44, Page 99.

Conveys:- Premises as described in preceding section.

6.

Harriet Correll
John Correll and wife.
to
Josiah Correll.

Gen. Warranty Deed.
Dated Apr. 4, 1866
Rec. Apr. 4, 1866
Vol. 92, Page 367.

Conveys:- Premises as described in preceding section.

7.

Josiah Correll and wife.
to
Christian N. Miller.

Gen. Warranty Deed.
Dated July 1, 1903
Rec. July 1, 1903
Vol. 410, Page 249.

Conveys:- The South half of the Northeast Quarter of Section No. 16, Township No. 11, Range No. 8, containing 81 acres.

8.

Christian N. Miller,
unmarried,
to
Atlee O. Evans
Maurice Whike.

Warranty Deed.
Signed & Ack'd Nov. 15, 1943
Rec. for Rec. Nov. 15, 1943
Vol. 1424 P. 572

Conveys the South half of the Northeast Quarter of Section #16, Township #11, Range #8, in Plain Township, Stark County, Ohio, containing 81 acres. Together with all right and interest in and to the oil and gas lease on said premises. Subject to an easement in favor of The Ohio Power Co.; an oil and gas lease in favor of The East Ohio Gas Co. recorded in Vol. 56 P. 119; a supplemental Gas Storage Agreement with the East Ohio Gas Co. recorded in Vol. 1356 P. 230 and a right of way in favor of The East Ohio Gas Co. recorded in Vol. 1356 P. 522 of the records in the Stark County, Ohio Recorders Office.

9.

Christian N. Miller and wife.
to
The Ohio Power Co.

Easement.
Dated Dec. 2, 1925
Rec. Dec. 17, 1925
Vol. 834, Page 212.

Grants right of way and easement over premises in question to construct, erect, operate, relocate and maintain a line or lines of poles to transmit electric or other power and telegraph or telephone line or lines along same.

L I E N S

10.

John Miller.
to
William Essig.

Mortgage Deed \$1472.00
Dated Feb. 18, 1848
Rec. Feb. 21, 1848
Vol. 39, Page 185
Cancelled.

11.

John Correll, Jr.
to
John Miller.

Mortgage Deed \$2200.00
Dated July 2, 1849
Rec. July 30, 1849
Vol. 43, Page 4
Cancelled.

Josiah Correll.
to
Christina Mentzer.

Mortgage Deed \$2000.00
Dated Mar. 18, 1867
Rec. Apr. 3, 1867
Vol. 94, Page 417
Cancelled.

Cancellation is as follows:- I hereby certify that the monies for which this mortgage was given, has been secured anew by the execution of another mortgage, dated April 26, 1875, which mortgage referred to is given to cover in full all the funds in my hand belonging to Christina Mentzer as may be evidenced by the conditions of said instrument which was filed in the Recorder's Office this day. And by virtue of the authority vested in me as Attorney in fact for said Christina Mentzer, I hereby certify that the amount herein described is fully satisfied and the lien created hereby is discharged (See record of Power of Attorney in Vol. 108, Page 224) - April 26, 1875.

(Signed) - Josiah Correll.

Christina Mentzer.
to
Josiah Correll.

Power of Attorney.
Dated Apr. 2, 1870
Rec. Apr. 2, 1870
Vol. 108, Page 224.

Recites that Christina Mentzer do constitute and appoint Josiah Correll my true and lawful attorney, for me and in my name and stead to receive, collect and receipt for any and all moneys that may now be payable to me from any and all persons, or that may hereafter, and until the revocation hereof, at any time become payable to me. And I do also authorize him in my name to loan upon such terms, and to such persons as to him may seem proper, and moneys that he may at any time have in his hands belonging to me, and if mortgages should be taken by him to secure the payment of any such moneys, I do authorize him, upon payment made of the moneys thus secured in my name to cancel and release such mortgages."

Two witnesses; acknowledged. (Signed) Mrs. C. Mentzer.

Josiah Correll.
to
Christina Mentzer.

Mortgage Deed \$10,000.00
Dated Apr. 26, 1875
Rec. Apr. 26, 1875
Vol. 136, Page 493
Cancelled.

Cancellations are as follows:-
1879, March 15, I hereby acknowledge the receipt of moneys and securities from Josiah Correll, my attorney in fact, within named to an amount sufficient to reduce his indebtedness to me to the sum of \$5600.00 of the first day of May, 1879, and to the extent of such reduction I hereby cancel this mortgage but continue to hold same as security for said \$5600.00.

Copied from orig., 3/15/1879
P. L. Manly, Recorder.

Signed: Alice G. Mentzer
Wit Christina Mentzer

Canton, Ohio, - May 13, 1882.

The conditions of this mortgage have been complied with and the same is hereby cancelled and discharged.

Signed: Josiah Correll, Admr. of Christina Mentzer, Dec'd.

Note;- Administration docket "P", Page 303 shows that Josiah Correll was on August 5, 1880, appointed administrator with will annexed of Christina Mentzer's estate. Final Account filed -- August 7, 1895.

15.

Josiah Correll.
to
Henry A. Wise.

Mortgage Deed \$6583.00
Dated Feb. 4, 1886
Rec. Feb. 21, 1886
Vol. 330, Page 436
Cancelled.

16.

Atlee O. Evans
Harriet M. Evans,
Husband and wife,
Maurice the conditions of this mortgage have been complied with, and the same.
Not to be cancelled and discharged.
Copied from Original.
Husband and wife

Mortgage Deed \$30500.00
Signed Dec'd Nov. 15, 1943
Rec. for Rec. Nov. 15, 1943
Vol. 1406 P. 588
Not Cancelled.

to
Christina

Page 18-1944
W. H. Schuler, Recorder
By N. Kuhn, Deputy

Covers the premises in question and secures a series of notes as follows.

Notes #1-2-3-4-5 for \$5000.00 each and #6 for \$5500.00 payable 1-2-3-4-5 and 6 years after date respectively.

The mortgage provides as follows:

It is a condition of this mortgage and grantee agrees to release from the operation of said mortgage certain portions of the premises in question as and when the same may be sold by the grantors upon the following terms, to-wit:

1- Portions of said premises on which the dwelling house is located shall be released by grantee upon receipt by grantee of the sum of \$10,000.00 as to said dwelling house plus \$500.00 per acre for each acre of land sold with said dwelling house.

2- Portions of said premises on which the barn is located shall be released by grantee upon receipt by grantee of the sum of \$5,000.00 as to said barn plus \$500.00 per acre for each acre of land sold with said barn.

3- Portions of said premises on which no buildings are located shall be released by grantee upon receipt by grantee of the sum of \$500.00 per acre of the gross sale price of such premises.

4- It is further agreed that grantors shall be given credit for such sale price mortgage release payments as follows, to-wit:

Payments made to grantee by reason of the sale of lands on which buildings are located shall be applied and credited to the payment and retirement of the notes last falling due. Payments made to grantee by reason of the sale of lands on which no buildings are located shall be credited on the note or notes maturing next after the receipt by grantee of such payment.

17.

Christian N. Miller and ^{Emma F Miller his} wife.
to
A. W. Herring.

Oil and Gas Lease.
Dated Sept. 25, 1918
Rec. Nov. 15, 1920
Vol. 24, Page 488.

Grants premises in question for term of 10 years for operation for oil and gas.

18.

Christian N. Miller and ^{Emma F Miller his} wife
to
The East Ohio Gas Co.

Oil and Gas Lease.
Dated Dec. 18, 1928
Rec. Jan. 25, 1929
Vol. 32, Page 352
Cancelled.

Leases lands of lessor in Section No. 16 of Plain Township, Stark County, Ohio, containing 81 acres bounded and described as follows:-

On the north by lands of J. H. McDowell; on the east by the Public Highway; on the south by the Public Highway and on the west by lands of H. G. McDowell.

19.

In Vol. 32, Page 472, of the lease records, said lease is re-recorded. A second acknowledgment of lessors as of October 5, 1929, appears thereon.

Said lease provides for a term of 5 years; well to be commenced within 3 months or unless lessee shall pay annual rental of \$81.00; that royalty be paid on basis of 1/8th of oil produced and saved and \$200.00 per year if gas only is produced; provided should any well on said premises produce gas into pipe line per 24 hour day in quantities set forth below, measured on a 10 oz. pressure basis lessee shall be paid quarterly in lieu of within mentioned rental at rates hereinafter specified so long as said well produces said quantities and so long as said gas is marketed and used off premises, to-wit:-

A quarterly average of	500,000	cu ft per day	\$ 300.00	per year;
" " " "	750,000	" " "	400.00	" "
" " " "	1,000,000	" " "	500.00	" "
All over "	1,000,000	" " "	100.00	" "

for each additional quarterly average of 500,000 cu. ft. per day. Payments for each quarter shall be based on the average production for said quarter as registered by the meter connected with such well and shall be made within 30 days after each quarter.

Christian N. Miller and his wife,
 to
 The East Ohio Gas Co.

Cancelled on the record Sept. 30-1960
 SMITH-TRUMP ABSTRACT CO., Inc. *Manager*
 Dated Oct. 9, 1933
 Dec. 24, 1933
 Vol. 56, Page 119.

Leases premises in question for operation for oil and gas and constituents thereof for term of one year from December 18, 1933, and so much longer as oil or gas or their constituents are found in paying quantities in judgment of lessee; provides lease shall become null and void unless a well shall be commenced within one year from December 18, 1933. If gas is produced, the lessee agrees to pay lessor as royalty for the gas from each and every gas well drilled on said premises, which is marketed and used off the premises, the sum of 1/8th of \$0.18 per thousand cubic feet of such gas so marketed and used, measured on a 10 oz. above 14.4 pound atmospheric pressure etc. Payments to be made on the 20th day of each month for preceding month. In the event lessee drills a well under this lease that will produce 750,000 cu. ft. of gas per day into the pipe line for a period of 30 consecutive days after the well has been connected with the gathering line, lessee will commence a second well within one year from December 18, 1934, or cancel all but 40 acres of land surrounding the first well drilled. Said 40 acres to be designated by lessee in as near a square form as practicable. ---- lessee shall take gas hereunder at least 160 days, 24 hours each, in each year, beginning on day gas is first taken, but there shall be no obligation implied or expressed on lessee to take gas hereunder more than said 160 days in each year

Christian N. Miller,
 to
 The East Ohio Gas Co.

Cancelled on the record Sept. 30-1960
 SMITH-TRUMP ABSTRACT CO., Inc.
 Supplemental Gas Storage Agreement.
 Dated Dec. 23, 1942
 Feb. 3, 1943
 Vol. 1356, Page 250.

Modified and extends oil and gas lease held by lessee on premises in question to give lessee the additional right of storing and removing gas of any kind, including gas now or at a time hereafter lying under said premises either through wells now located or hereafter drilled on said premises or through wells located upon any other premises within the so called Clinton Se Area whether such gas is produced or secured on or off the premises. To have and to hold said oil and gas lease as herein modified and extended unto and for the use of lessee for a term of 10 years so much longer either (1) as gas is being produced, stored, wi

Index in Cleveland County Clerk's Office
 Canton, Ohio
 August 14, 1944
 9:00 A. M.

or held in storage by the lessee, in the sub-surface sands, formations or reservoirs known as the so-called Clinton Sands Storage area within which these premises are comprehended, or taken or marketed from a well or wells on the said premises; or (2) as oil is found on said premises, or gas is found in sub-surface formations underlying said premises other than the so-called Clinton Sands in paying quantities in the judgment of lessee; provided, however, that if at the termination of said term either primary or extended there is a well in process of being drilled, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence, and so much longer thereafter as oil is found on said premises or gas is found in sub-surface formations underlying said premises other than the so-called Clinton Sands in paying quantities in the judgment of the lessee.

Provides further that this agreement and the gas lease which it modifies and extends, shall become void unless the East Ohio Gas. Co. shall pay lessor an annual rental of \$31.00.

22.

Christian N. Miller.
to
The East Ohio Gas Co.

Right of way.
Dated Apr. 19, 1943
Rec. May 27, 1943
Vol. 1356, Page 522.

Grants right of way of premises in question to lay, maintain and operate pipe line with necessary appurtenances thereto with right of ingress and egress to and from same.

23.

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

24.

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

25.

Taxes are paid to December, 1944 payment.

26.

No road or ditch assessments.
No search has been made for other special assessments.

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

Canton, Ohio
August 14, 1944
9:00 A. M.

Russell Van Nostrand
Attorney at Law.

Addenda to the foregoing Abstract of Title showing all changes affecting the title to part of the Northeast Quarter of Section Number 16, Township Number 11 North (Plain), Range Number 8 West, Stark County, Ohio as described in Section Number 2 of this Addenda, since and including August 14, 1944.

1.

Maurice Whike
Nettie M. Whike
Husband and wife,
Atlee O. Evans
Harriet M. Evans,
Husband and wife,
to

Paul H. Bolender
Elizabeth E. Bolender.

Warranty Deed.

Signed & Ack'd Aug. 14, 1944
Rec. for Rec. Aug. 16, 1944
Vol. 1460 P. 525

Conveys the premises described in Section Number 2 of this Addenda. Grantees assume and agree to pay taxes and assessments in December, 1944.

Paul H. Bolender
Elizabeth E. Bolender,
Husband and wife,
to
First Federal Savings &
Loan Association of Canton.

Mortgage Deed \$16,000.00
Signed & Ack'd Aug. 15, 1944
Rec. for Rec. Aug. 16, 1944
Vol. 1451 P. 137
Cancelled.

Mortgage Deed given to secure a note of \$16,000.00 with interest at 4 1/2 per cent and payable in monthly installments of \$160.00 each and conveys the following described premises:

Situated in the Township of Plain, County of Stark and State of Ohio and known as and being part of the Northeast Quarter of Section Sixteen (16), Township Eleven (11) North (Plain), Range eight (8) West, County of Stark and State of Ohio and more particularly described as follows: Beginning at the south-east corner of said Northeast Quarter of Section 16; thence, with the east line of said Quarter, North five degrees twenty minutes East (N 5° 20' E) four hundred thirty-five feet (435') to the true place of beginning; Thence, from the true place of beginning and with the east line of said Quarter, North five degrees twenty minutes East (N 5° 20' E) five hundred sixty and nine tenths feet (560.9'); Thence North eighty-five degrees thirty-four minutes West (N 85° 34' W) four hundred thirty-five feet (435'); Thence, parallel to the east line of said Quarter, North five degrees twenty minutes East (N 5° 20' E) three hundred sixty feet (360'); Thence North eighty-five degrees thirty-four minutes West (N 85° 34' W) two thousand two hundred sixty-six and two tenths feet (2266.2') to the west line of said quarter; Thence, with said West line, South five degrees sixteen minutes West (S 5° 16' W) nine hundred ten and two tenths feet (910.2'); Thence, parallel to the south line of said Quarter, South eighty-five degrees sixteen minutes East (S 85° 16' E) two thousand six hundred ninety-nine and eight tenths feet (2699.8') to the true place of beginning. The above described tract contains fifty-two and seventy-six hundredths (52.76) acres, more or less, subject to all legal highways.

2. (cont.)

As part of the consideration hereof all the right, title and interest of the Grantors in and to the Oil and Gas Lease recorded in Vol. 56, Page 119 and the Supplemental Gas Storage Agreement recorded in Vol. 1356, Page 250 of the records in the Stark County, Ohio Recorder's Office as the same apply to or effect the 52.76 acres of land herein conveyed, the said Grantors do hereby sell, assign, transfer and convey the same unto the Grantees herein. /

3.

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

4.

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

5.

Taxes are paid to December, 1944 payment.

6.

No road or ditch assessments.

No search has been made for other special assessments.

I hereby certify that the foregoing Addenda 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

August 16, 1944

4:00 P. M.

Russell E. Fox

Attorney at Law

ADDENDA showing the changes in the title, since and including August 16th, 1944, to part of the Northeast Quarter of Section #16, Township #11 North (Plain), Range #8 West, Stark County, Ohio, and more particularly described as follows: Beginning at the Southeast corner of said Northeast Quarter of Section 16; thence, with the East line of said Quarter, North 5 degrees 20 minutes East 435 feet to the true place of beginning; thence, from the true place of beginning and with the East line of said Quarter, North 5 degrees 20 minutes East 560.9 feet; thence North 85 degrees 34 minutes West 435 feet; thence, parallel to the East line of said Quarter, North 5 degrees 20 minutes East 360 feet; thence North 85 degrees 34 minutes West 2266.2 feet to the West line of said Quarter; thence, with said West line, South 5 degrees 16 minutes West 910.2 feet; thence, parallel to the south line of said Quarter, South 85 degrees 16 minutes East 2699.8 feet to the true place of beginning. The above described tract contains Fifty-two and Seventy-six hundredths (52.76) Acres, more or less, subject to all legal highways.

No. 2.

No DEBTS.

No. 3.

No MORTGAGES.

No. 4.

No LEASES.

No. 5.

No MECHANICS LIENS.

No. 6.

No PENDING SUITS or LIVING JUDGMENTS which are a lien against the premises in question.

No. 7.

No FOREIGN EXECUTIONS.

No. 8.

The TAXES are paid to and including the June, 1946, payment.

No. 9.

There are no SPECIAL ASSESSMENTS shown on the Stark County, Ohio, Treasurer's Tax Duplicate.

No. 10.

There are no FEDERAL TAX, BOND, UNEMPLOYMENT COMPENSATION, or Delinquent PERSONAL TAX LIENS.

No. 11.

I hereby certify that the foregoing ADDENDA consisting of Eleven (11) 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, since and including August 16th, 1944, as shown by the General Indexes in the several County Offices, in and for Stark County, Ohio.
Canton, Ohio, October 21st, 1946, at 8:30 A. M.


Attorney & Abstractor.

ADDENDA showing the changes in the title, since and including October 21st, 1946, to part of the Northeast Quarter of Section #16, Township #11 North (Plain). Range #8 West, Stark County, Ohio, and more particularly described as follows: Beginning at the Southeast corner of said Northeast Quarter of Section 16; thence, with the East line of said Quarter, North 5 degrees 20 minutes East 435 feet to the true place of beginning; thence, from the true place of beginning and with the East line of said Quarter, North 5 degrees 20 minutes East 560.9 feet; thence North 85 degrees 34 minutes West 435 feet; thence, parallel to the East line of said Quarter, North 5 degrees 20 minutes East 360 feet; thence North 85 degrees 34 minutes West 2266.2 feet to the West line of said Quarter; thence, with said West line, South 5 degrees 16 minutes West 910.2 feet; thence, parallel to the South line of said Quarter, South 85 degrees 16 minutes East 2699.8 feet to the true place of beginning. The above described tract contains Fifty-two and Seventy-six hundredths (52.76) Acres, more or less, subject to all legal highways.

No. 2.

No DEEDS.

No. 3.

Paul H. Bolender and
Elizabeth E. Bolender,
husband and wife,

to

First Federal Savings
and Loan Association
of Canton.

Mortgage \$16,000.00.
Signed & Ack. Oct. 21, 1946.
Rec'd for Rec. Oct. 24, 1946,
at 9:23 A. M.
Recorded Oct. 24, 1946, in
Volume 1613, Page 97.
Not Cancelled.

Covers the premises in question and was given to secure the payment of a certain promissory note of like date and amount, with interest at the rate of 4-1/2% per annum, payable in installments of not less than \$160.00 per month, in advance, on or before the 25th day of each calendar month.

No. 4.

No LEASES.

No. 5.

No MECHANICS LIENS.

No. 6.

No PENDING SUITS or LIVING JUDGMENTS which are a lien against the premises in question.

No. 7.

No FOREIGN EXECUTIONS.

No. 8.

The TAXES are paid to and including the June, 1946, payment.

No. 9.


There are no SPECIAL ASSESSMENTS shown on the Stark County, Ohio, Treasurer's Tax Duplicate.

No. 10.

There are no FEDERAL TAX, BOND, UNEMPLOYMENT COMPENSATION, or Delinquent PERSONAL TAX LIENS.

No. 11.

I hereby certify that the foregoing ADDENDA consisting of Eleven (11) 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, since and including October 21st, 1946, as shown by the General Indexes in the several County Offices, in and for Stark County, Ohio. Canton, Ohio, October 30th, 1946, at 8:30 A. M.


Attorney & Abstractor.

Addenda to the foregoing Abstract of Title showing all changes affecting the title to the premises described in the heading of the preceding Addenda hereto, since and including October 30, 1946.

1.

Elizabeth E. Bolender,
Plaintiff,

vs.

Paul H. Bolender,
Defendant

In the Court of Common Pleas,
Division of Domestic Relations.
Stark County, Ohio.

Divorce - Extreme Cruelty
D.R. 37, page 21935

1948 Aug. 4 Petition & Praecept filed.

1948 Aug. 7 Summons returned served
personally.

" Nov. 19 Decree for Plaintiff.

1949 Sept. 24 Modification of former
Decree.

1952 Aug. 18 Modification of former
Decree.

Costs Paid.

This is an action for Divorce on the Ground of Extreme Cruelty. The Decree granted Plaintiff the divorce and both parties were released from the marital contract. The decree further granted Plaintiff the real estate now owned by them jointly and including the premises in question, and that Defendant within 5 days of this order convey to Plaintiff his entire interest by good and sufficient Quit Claim Deed and in default therefore this judgment to have the operation and effect of such deed. The decree further provided that the Defendant pay an Attorney fee of \$1000.00 for and on behalf of the Plaintiff's Attorneys and that such fee paid by the Defendant to be a lien upon the real estate ordered conveyed by Defendant to Plaintiff until such time as the Plaintiff shall have reimbursed the Standard Printing Company, which Company was the Defendant's business and advanced the \$1000.00 fee.

On September 24, 1949 the former decree of the Court was modified as the same related to payment of alimony and support for the Plaintiff and minor child and the Defendant was ordered to pay to Plaintiff's Attorney an additional Attorney's fee in the amount of \$200.00, but the Entry makes no provision for this amount to be charged as a lien upon the real estate of the Plaintiff, nor that said payment of \$200.00 Attorneys' fees were to be repaid to Defendant by the Plaintiff.

On August 18, 1952 the former Decree of the Court was modified and Defendant was ordered to pay to Plaintiff the sum of \$4000.00 forthwith and Plaintiff assumed and agreed to pay the mortgage note obligation to the First Federal Savings & Loan Association of Canton, Ohio on the premises in question, and the Defendant was granted right to operate the Standard Printing Company without further accounting to the Plaintiff.

Each party hereafter is to own his or her respective property free and clear of all claims of the other and without requiring any further application to the Court in this cause. The original order

*Seen for attorney fees paid in full
satisfied & discharged on the docket
Thursell Van Nostrand
Attorney
9-10-53*

Plain Township Historical Society

Plaintiff shall have the right to sell the realty involved in this action.

1. (cont.)

provided certain restrictive clauses against the Plaintiff and Defendant from encumbering or disposing of property until the payment of certain obligations.

2.

Paul H. Bolender,
Unmarried,
to
Elizabeth E. Bolender.

Quit Claim Deed.
Signed & Ack'd Dec. 30, 1948
Rec. Jan. 10, 1949
Vol. 1800, page 318.

Quit Claim Deed for the premises as described in the heading of the preceding Addenda hereto, together with other premises.

As part of the condieration hereof, all the right, title and interest of the grantor in and to the oil and gas lease recorded in Vol. 56, page 119 and the Supplemental Gas Storage Agreement recorded in Vol. 1356, page 250 of the records of Stark County Recorder's Office as the same apply to or effect the 52.75 acres of land hercin conveyed, the said grantor does hereby sell, assign, transfer and convey the same unto the grantee hercin.

3.

State of Ohio:
County of Summit:

Affidavit to Change of Name.
Signed & Ack'd May 26, 1951
Rec. June 5, 1951
Vol. 1996, page 612.

Elizabeth E. Wright makes affidavit that she is the owner of certain lands in Plain Township, Stark County, Ohio, the same having been deeded to her by Paul H. Bolender, said deed being recorded in Vol. 1800, page 318 of the Stark County, Ohio Deed Records; that she was named in said deed as Elizabeth E. Bolender; that she intermarried with H. R. Wright on the 17th day of December, 1949 and thereafter became and still is Elizabeth E. Wright. She asks the Auditor of Stark County, Ohio to accordingly change the records of her real estate holdings.

Wilbert
4.

Elizabeth E. Bolender was married to W. H. Richard Wright on December 17, 1949. See Marriage Record 62, page 384, Probate Court, Stark County, Ohio.

5.

Elizabeth E. Bolender,
Plaintiff,
vs.
Paul H. Bolender,
Defendant.

In the Court of Common Pleas,
Division of Domestic Relations.
D. R. 37, page 21935
Affidavit of Fact.
Signed & Sworn to June 16, 1951
Recorded June 22, 1951
Vol. 1948, page 156.

*See Section 1 of this Addenda
for satisfaction & discharge
of this lien.
Russell & Van
Attorneys
9-10-53*

Paul H. Bolender makes oath that an Attorney fee of \$1000.00 was ordered paid by Defendant for and on behalf of Plaintiff's Attorneys, but said payment to be a lien on the real estate awarded Plaintiff until such time as said \$1000.00 was repaid by Plaintiff to Defendant.

Subsequent to the said order an additional allowance of \$200.00 was ordered paid by Defendant for and on behalf of Plaintiff's Attorneys.

Deponent says that he has paid Plaintiff's Attorney the sum of \$1200.00 and that no repayment has been made to him by Plaintiff.

NOTE: The Entry ordering Defendant to pay to Plaintiff's Attorneys the sum of \$200.00 makes no provision for this \$200.00 to be a lien on Plaintiff's real estate nor to be repaid to Defendant by the Plaintiff.

W. H. Richard Wright, 6. Signed Aug. 24, 1953
Wife and husband, page 244

No mortgages have been filed for record.

First Federal Savings and Loan Association of Canton, 7.

No leases, mechanic's liens, personal, federal, recognizance or unemployment compensation liens. As described in the heading of the preceding Addenda here, 8. Issued October 30, 1946.

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

No leases, mechanic's liens, personal, federal, recognizance or unemployment compensation liens, 9.

Taxes are paid to December, 1953 payment.

No judgments, pending suits or foreign executions which are living liens on the premises in question, 10.

No assessments of record.

Taxes are paid to December, 1953 payment.

I hereby certify that the foregoing Addenda 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
August 22, 1953
8:30 A. M.

Russell Van Vorst
Attorney at Law.
Attorney at Law.

Plain Township Historical Society

Addenda to the foregoing Abstract of Title showing all changes affecting the title to part of the Northeast Quarter of Section Number 16, Township Number 11 North (Plain), Range Number 8 West, Stark County, Ohio as described in the heading of the preceding Addenda hereto dated October 30, 1946, since and including August 22, 1953.

1.

No deeds from Elizabeth E. Wright, formerly known as Elizabeth E. Bolender have been filed for record.

2.

Elizabeth E. Wright, formerly Elizabeth E. Bolender, W. H. Richard Wright, Wife and husband to First Federal Savings & Loan Association of Canton, Ohio. Mortgage Deed \$9000.00 Signed & Aged Aug. 24, 1953 Rec. Sept. 9, 1953 Vol. 218, page 244 Not Cancelled.

Cancelled on the Record Feb 17, 1955 Russell Van Nostrand Attorney at Law 2-17-55

Mortgage Deed given to secure a note of \$9000.00 with interest at $4\frac{1}{2}$ per cent and payable in monthly installments of \$90.00 each and conveys the premises as described in the heading of the preceding Addenda hereto dated October 30, 1946.

3.

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

4.

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

5.

Taxes are paid to December, 1953 payment.

6.

No assessments of record.

I hereby certify that the foregoing Addenda 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
September 10, 1953
8:30 A. M.

Russell Van Nostrand
Attorney at Law.

Plain Township Historical Society

Addenda to the foregoing Abstract of Title showing all changes affecting the title to part of the Northeast Quarter of Section Number 16, Township Number 11 North (Plain), Range Number 8 West, Stark County, Ohio as described in the heading of the preceding Addenda hereto dated October 30, 1946, since and including September 10, 1953.

1.

No deeds from Elizabeth E. Wright have been filed for record.

2.

No mortgages have been filed for record.

3.

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

4.

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

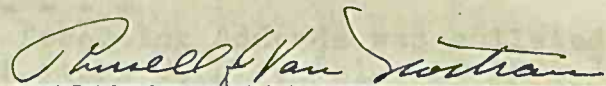
5.

Taxes are paid to June, 1955 payment. June, 1955 tax, \$163.02.

6.

No assessments of record.

I hereby certify that the foregoing Addenda 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.



Attorney at Law.

Canton, Ohio

February 11, 1955

8:30 A. M.

Addenda to the foregoing Abstract of Title showing all changes affecting the title to part of the Northeast Quarter of Section Number 16, Township Number 11 North (Plain), Range Number 8 West, Stark County, Ohio as described in the heading of the preceding Addenda hereto dated October 30, 1946, since and including February 11, 1955.

1.

No deeds from Elizabeth E. Wright have been filed for record.

Elizabeth E. Wright
formerly Elizabeth E.
Bolender,
W. H. Richard Wright,
Wife and husband,
to
First Federal Savings
Loan Association of Canton.

Cancelled on the record
August 20-1957
THE STARK COUNTY ABSTRACT CO., Inc.
Thomas H. Wright
Manager

Mortgage Deed \$11,000.00
Signed & Ack'd Feb. 11, 1955
Feb. 16, 1955
1. 2326, page 397
Cancelled.

\$ 9356
2/18/57

Mortgage Deed given to secure a note of \$11,000.00 with interest at 4½ per cent and payable in monthly installments of \$110.00 each and conveys the premises as described in the heading of the preceding Addenda hereto dated October 30, 1946.

3.

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

4.

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

5.

Taxes are paid to June, 1955 payment. June, 1955 tax, \$163.02.

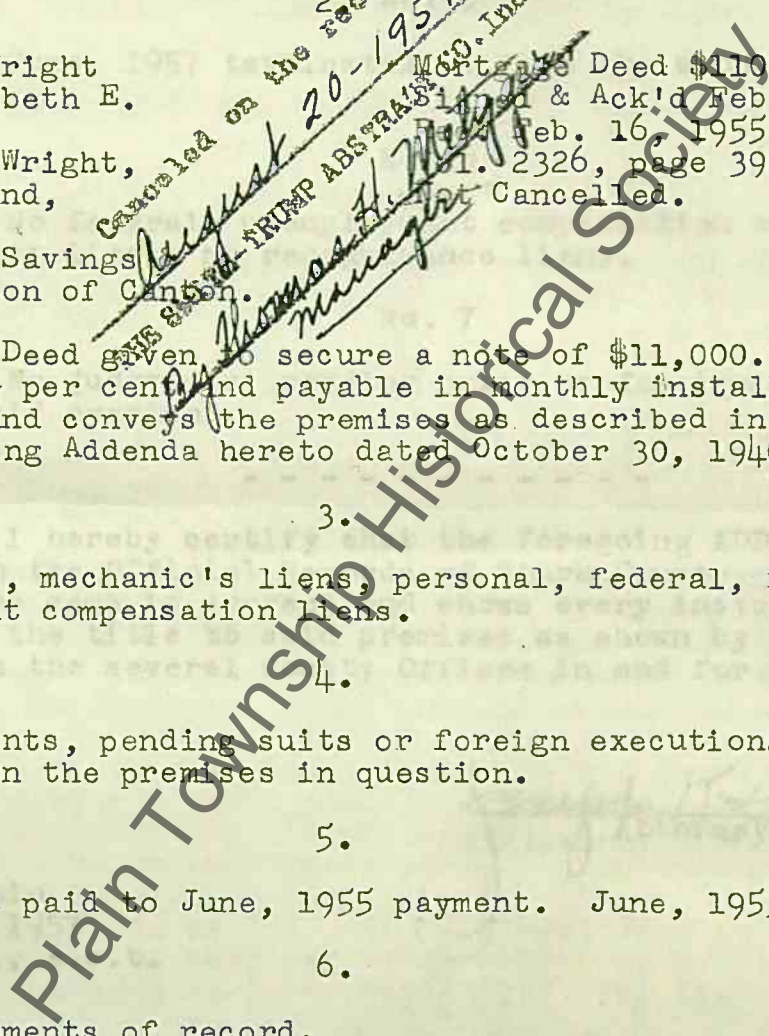
6.

No assessments of record.

I hereby certify that the foregoing Addenda 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
February 17, 1955
8:30 A. M.

Phineas Van Kesteren
Attorney at Law.



ADDENDA to the foregoing Abstract of Title showing all changes affecting the title to said premises since and including February 17, 1955.

No. 2

No Deeds.

No. 3

No Mortgages.

No. 4

No leases or mechanic's liens.

No. 5

June, 1957 tax installment in the amount of \$318.48, not paid.

No. 6

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

No. 7

No judgments, pending suits or foreign executions, against said premises.

I hereby certify that the foregoing ADDENDA 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 said County.


Attorney-at-Law

Canton, Ohio
August 9, 1957
1:30 P. M., e.s.t.

CONTINUATION relating to the following described premises situate in Plain Township, Stark County, Ohio, and known as, and being a part of, the Northeast Quarter of Section 16, Township 11 (Plain), Range 8, Stark County, Ohio, and more particularly described as follows:

Beginning at an iron pin at the southeast corner of said quarter section; thence North 5° and 20' East, and along the east line of said quarter section and the center line of a public road, for a distance of 787.25 feet to an iron pin and the true place of beginning of the tract herein described; thence continue North 5° and 20' East for a distance of 208.65 feet to a point; thence North 85° and 30' West for a distance of 235.0 feet to an iron pin; thence South 5° and 20' West for a distance of 207.7 feet to an iron pin; thence South 85° and 17' East for a distance of 235.0 feet to an iron pin and the place of beginning, containing 1.12 acres of land more or less, subject to all legal highways.

Since and including August 9, 1957, 1:30 P. M. (E.S.T.).

No. 9.

Elizabeth E. Wright, formerly
Elizabeth E. Bolender,
and husband,
to
Martha F. Fromm.

Warranty Deed \$1.00.
Dated Aug. 17, 1957.
Rec. for rec. Aug. 17, 1957.
Vol. 2494, page 434.

Conveys the premises described in Sec. No. 8 above. Reserving, however, to Grantor, her heirs and assigns, all right, title and interest in and to all oil and gas leases, storage agreements and interests in and with respect to the premises herein conveyed.

No. 10.

Martha F. Fromm's Will.

Dated Mar. 14, 1959.
Probated Jan. 18, 1963.
Will Rec. 169, page 542.
Stark County Probate Court.

I, MARTHA F. FROMM, now residing at 6125 North Market Avenue, Canton, Ohio, being of full age and sound and disposing mind and memory, do make, publish and declare this as and for my LAST WILL AND TESTAMENT, hereby revoking and annulling any and all Will or Wills by me heretofore made.

ITEM 1.

It is my Will, and I direct that my just debts and funeral expenses be paid out of my estate by my executrixes herein-after named as soon as practicable after the time of my decease.

ITEM 2.

All the rest, residue and remainder of my estate, whether real, personal, or mixed, and wheresoever situate, I give, devise and bequeath to my two daughters, GRACE A. EMBREY, now residing at 6123 North Market Avenue, Canton, Ohio, and MARTHA JEAN BURDA, now residing at 7674 South Boydon Road, Northfield, Ohio, share and share alike, per stirpes.

ITEM 3.

I hereby make, nominate and appoint my said two daughters, GRACE A. EMBREY, and MARTHA JEAN BURDA, as joint executrixes of this my Last Will and Testament, with full power and authority to compromise, settle, and adjust any and all claims either for or against my estate, and to sell any property belonging to my estate, whether real or personal, upon such terms as they deem best, without the consent or authority of any court or courts.

In the event that either of my said daughters declines to serve as such joint executrix, then the other shall serve as my sole executrix, with the same powers and authority above granted.

IN TESTIMONY WHEREOF I have hereunto set my hand to this, my LAST WILL AND TESTAMENT, at Canton, Ohio, this 14th day of March, 1959.

Martha F. Fromm

Signed, sealed, published, and declared by the said MARTHA F. FROMM as and for her LAST WILL AND TESTAMENT in the presence of us, who, at her request and in her presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses.

Howard H. Coron residing at 1434-Cleveland Ave. N. W.

W. E. Himebaugh residing at 1434-Cleveland Ave. N. W.

No. 11.

Application to probate the Will of said Martha F. Fromm, deceased, recites that she died on December 30, 1962, leaving no widower, and the following persons all of her next of kin, to-wit:
Grace Embrey Adult Daughter 6123 Market Ave. N. North Canton Ohio
Martha Jean Burda " " 7674 South Boydon Road, Northfield, Ohio

Application made by Grace A. Embrey.
Will Rec. 169, page 541, Stark County Probate Court.

No. 12.

Waiver of Notice of Application to probate the Will of said Martha F. Fromm, deceased, and consent to the probate of the same by Grace A. Embrey and Martha Jean Burda.

Will Rec. 169, page 541, Stark County Probate Court.

THE SMITH TRUMP ABSTRACT CO CANTON OHIO

Plain Township Historical Society

No. 13.

Martha F. Fromm's Estate.
No Widower.
Plain Township.

#69898

1963 Jan. 10, Application to probate Will filed.
 " " " Waiver of notice filed.
 " " 18, Will admitted to probate and record.
 " Feb. 8, Application for letters filed.
 " " " Declination filed.
 " " " Grace A. Embrey, Executrix
 " " " Bond \$24,000.00 filed and approved.
 " " " Letters issued.
 " Mar. 15, Proof of Publication file
 " May 25, Inventory, appraisement and waivers filed.
 " June 1, Notice by publication ordered.
 " " 20, Inventory and appraisement approved and confirmed.
 (No further record.)

Admr. Dec. 63, page 293.
Stark County Probate Court.

No. 14.

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

L I E N S
No. 15.

NO MORTGAGES.

No. 16.

NO OLD AGE PENSION LIENS.

No. 17.

No Leases since and including August 9, 1957, 1:30 P. M. (E.S.T.).

THE SMITH TRUMP ABSTRACT CO CANTON OHIO

Plain Township Historical Society

No. 18.

NO MECHANIC'S LIENS.

No. 19.

NO FINANCING STATEMENTS OR SECURITY INTEREST LIENS.

No. 20.

Taxes due June, 1963, instalment, \$106.42 paid.
No Assessments listed upon the Tax Duplicate.

No. 21.

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

No. 22.

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

--o0o--

We hereby certify that the foregoing CONTINUATION consisting of Sec. No. 8 to No. 22, inclusive, was collated by us from the Official Records of Stark County, Ohio, and that we believe the same is correct and shows every instrument affecting the title to premises described in Sec. No. 8 hereof, since and including August 9, 1957, 1:30 P. M. (E.S.T.), as shown by the General Indexes in the various County Offices in and for Stark County, Ohio.

Canton, Ohio,
July 31, 1963,
7:30 o'clock A. M.
(E.S.T.).

THE SMITH-TRUMP ABSTRACT COMPANY

BY Thomas H. Metzger
Manager

THE SMITH TRUMP ABSTRACT CO CANTON OHIO

Plain Township Historical Society

CONTINUATION relating to premises as described in
Sec. No. 8 of next preceding CONTINUATION dated July 31, 1963,
7:30 A. M. (E.S.T.).

Since and including July 31, 1963, 7:30 A. M. (E.S.T.).

No. 24.

Continuation of docket entries from Sec. No. 13
of the next preceding CONTINUATION.

- (a) Martha F. Fromm's #69898
Estate. 1963 Aug. 9, Application for authority
Admr. Doc. 63, to allow auctioneers
page 293, Stark commissions on sale of
County Probate Court. real estate and personal
property under authority
of the Will filed.
" " " Authority granted as per
entry.
(No further record)
- (b) IN THE MATTER OF THE IN THE PROBATE COURT
ESTATE OF MARTHA F. STARK COUNTY, OHIO
FROMM, DECEASED. No. 69898
APPLICATION
FOR AUTHORITY TO ALLOW AUCTIONEERS
COMMISSIONS ON SALE OF REAL ESTATE
AND PERSONAL PROPERTY UNDER AUTHORITY
OF THE WILL

Now comes GRACE A. EMBREY, Executrix of the estate of
MARTHA F. FROMM, deceased, and respectfully represents to the
Court that the Will of said decedent was admitted to probate and
record in this Court on January 18, 1963 and applicant herein was
duly appointed and qualified as the sole Executrix of said Will and
has ever since been the duly acting and qualified Executrix; that
said Will named therein the applicant and her sister MARTHA JEAN
BURDA of Northfield, Ohio, joint executrices of said Will but the
said MARTHA JEAN BURDA declined said appointment as will appear from
the records in this case.

Said Will in "ITEM 3" thereof contains the following
provision:

(over)

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"I hereby make, nominate and appoint my said two daughters, GRACE A. EMBREY, and MARTHA JEAN BURDA, as joint executrixes of this my Last Will and Testament, with full power and authority to compromise, settle, and adjust any and all claims either for or against my estate, and to sell any property belonging to my estate, whether real or personal, upon such terms as they deem best, without the consent or authority of any court or courts.

In the event that either of my said daughters declines to serve as such joint executrix, then the other shall serve as my sole executrix, with the same powers and authority above granted."

Applicant, over a period of several months, attempted to sell the said real estate described in "SCHEDULE E" of the inventory and appraisal on file at private sale but was unable to obtain any substantial offers and thereafter employed a licensed real estate broker of Canton, Ohio, to sell the same; that said broker was unable to obtain an offer in excess of \$20,000.00 which was deemed by applicant to be less than the premises should sell for and thereafter applicant, under authority of the Will, no petition to sell said real estate having been filed with the Court, employed RUSS KIKO & ASSOCIATES to sell said real estate at public sale on the usual commission of seven per cent including the Auctioneers expenses for advertising, clerical hire and other items and to sell the personal property on the basis of a ten per cent commission including all of said Auctioneers expenses; that said public sale was held on July 27, 1963 on the premises of the real estate sold at 6123 and 6125 Market Ave. N., North Canton, Ohio (mailing address after being well advertised in various newspapers and publications of general circulation in Stark County and surrounding area and that the real estate was sold to WILLIAM J. MORRIS and RUTH A. MORRIS of Easton St. N. E., North Canton, Ohio (mailing address) on their high bid of \$21,500.00, and all the personal property was sold to various and many bidders for a total sum of \$1372.00, said personal property having been paid for in full and delivered to the purchasers forthwith.

Applicant further says that said sale was unusually well attended with many bidders; that the bidding was spirited and the prices obtained for the real estate and for the personal property were, she believes, the most that could be obtained and represented a reasonable value of the real and personal property sold and that the prices obtained were acceptable to applicant and MARTHA JEAN BURDA, they being the sole beneficiaries under said Will.

WHEREFORE, applicant prays the Court for an order authorizing her to pay to RUSS KIKO & ASSOCIATES, Auctioneers, the sum of \$1505.00 as the Auctioneers commission on the sale of the real estate and the sum of \$137.20 as the commission on the sale of the personal property; that the public sale of said real estate and personal property be approved and confirmed and applicant herein be ordered to execute a Deed to the purchasers of the said real estate, and further that the Executrix, applicant herein, make due accounting to the Court of all the money received from said sale and that she be allowed as expenses in her accounting to the Court, the said sums of \$1505.00 and \$137.20 when paid to the said Auctioneers, and receive credit therefor.

STATE OF OHIO)
) ss:
STARK COUNTY)

GRACE A. EMBREY, applicant herein, being first duly sworn says that she believes the facts stated in the foregoing APPLICATION to be true.

Grace A. Embrey

SWORN to before me and signed in my presence this 8th day of August, 1963.

Eva E. Shott
Notary Public

(SEAL)

: No. 69898
: JOURNAL ENTRY
: ON SALE OF REAL ESTATE AT
: PUBLIC AUCTION UNDER
: AUTHORITY OF WILL

THE SMITH TRUMP ABSTRACT CO CANTON OHIO

This day this cause came on to be heard on the application of GRACE A. EMBREY, Executrix of the estate of MARTHA F. FROMM, deceased, for confirmation of the sale of real estate sold under the authority of the Will without an order of the Court, no application having been filed with the Court for said sale, and for allowance of the Executor's expenses of the sale of said real estate and the expenses of the sale of the personal property also sold at public auction under authority of the Will without application to the Court.

And it appearing to the Court from the records of the case that the Last Will and Testament of MARTHA F. FROMM deceased was duly admitted to probate and record in this Court on January 18, 1963 and GRACE A. EMBREY, applicant herein, was duly appointed and qualified as sole Executrix of said estate on February 8, 1963 and became and still is the duly acting and qualified Executrix, MARTHA JEAN BURDA named as joint Co-Executrix having declined to serve, and that the Will of said decedent on file provides, in "ITEM 3" thereof as follows:

"I hereby make, nominate and appoint my said two daughters, GRACE A. EMBREY, and MARTHA JEAN BURDA, as joint executrices of this my Last Will and Testament, with full power and authority to compromise, settle, and adjust any and all claims either for or against my estate, and to sell any property belonging to my estate, whether real or personal, upon such terms as they deem best, without the consent or authority of any court or courts.
In the event that either of my said daughters declines to serve as such joint executrix, then the other shall serve as my sole executrix, with the same powers and authority above granted."

And it further appearing to the Court that said Executrix, by virtue of the authority in said Will, retained RUSS KIKO & ASSOCIATES, Auctioneers of Canton, Ohio, to sell all the real estate as shown in "SCHEDULE E" and all the personal goods and chattels as shown in "SCHEDULE A", of the Inventory on file, at Public Auction on terms providing for seven per cent commission to said Auctioneers on the amount realized from the sale of the real estate and ten per cent of the amount realized on the sale of personal property, advertising, clerical and other expense of the Auctioneers to be included in said percentages; that said Public Auction Sale was held on July 27, 1963 on the premises at 6125 Market Ave. North (mailing address North Canton, Ohio) and the real estate was sold on the highest bid to WILLIAM J. MORRIS and RUTH A. MORRIS as joint bidders, for the sum of \$21,500.00 and the personal property was sold to various and many bidders for a total sum of \$1372.00, said personal property having been paid for in full and delivered to the purchasers forthwith and said sum of \$1372.00 being in excess of the appraised value of the same.

And it further appearing to the Court that said sale was well attended with spirited bidding and that the amount realized from the sale of the real estate and the amount realized from the sale of the personal property were the most that could be obtained and represented a reasonable value, said sale having been well advertised in newspapers of general circulation in Stark County and otherwise.

It is therefore ordered, the Court being satisfied that the said sale was fairly and legally made, that said sale be and hereby is approved and confirmed and the Executrix, petitioner herein, authorized and ordered to execute a deed to the purchasers of all the right, title and interest of the said decedent in said real estate.

And it is further ordered that the said GRACE A. EMBREY, Executrix, make due accounting to the Court of the money received from said sale and that she be allowed as expenses out of the sum received from said public sale, the sum to be paid to the Auctioneer for commissions on the sale of the real estate in the amount of \$1505.00 and on the sale of the personal property in the amount of \$137.20 and further that she is authorized to charge said sums in her final accounting to the Court and receive credit therefor.

Reuben Z. Wise, Jr.

JUDGE OF THE PROBATE COURT

No. 25.

No deeds for premises as described in Sec. No. 8 of next preceding CONTINUATION have been filed for record since and including July 31, 1963, 7:30 A. M. (E.S.T.).

No. 26.

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

L I E N S
No. 27.

NO MORTGAGES.

No. 28.

NO OLD AGE PENSION LIENS.

No. 29.

No Leases since and including July 31, 1963, 7:30 o'clock A. M. (E.S.T.).

No. 30.

NO MECHANIC'S LIENS.

No. 31.

NO FINANCING STATEMENTS OR SECURITY INTEREST LIENS.

No. 32.

Taxes due June, 1963, instalment, \$106.42 paid.

No Assessments listed upon the Tax Duplicate.

No. 33.

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

No. 34.

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

--oOo--

We hereby certify that the foregoing CONTINUATION consisting of Sec. No. 23 to No. 34, inclusive, was collated by us from the Official Records of Stark County, Ohio, and that we believe the same is correct and shows every instrument of record affecting the title to premises as described in Sec. No. 8 of next preceding CONTINUATION, since and including July 31, 1963, 7:30 A. M. (E.S.T.), as shown by the General Indexes in the various County Offices in and for Stark County, Ohio.

Canton, Ohio,
August 16, 1963,
7:30 o'clock A. M.
(E.S.T.).

THE SMITH-TRUMP ABSTRACT COMPANY

BY Thomas H. Metzger
Manager

THE SMITH TRUMP ABSTRACT COMPANY CANTON OHIO

Plain Township Historical Society

C O N T I N U A T I O N

No. 35.

Grace A. Embrey,
Executrix of the Last Will
and Testament of Martha F.
Fromm, deceased.

Executor's Deed.
S. & A. August 16, 1963.
Rec. August 19, 1963.
Vol. ~~2962~~ Pg. 543
Serial #89047.

To

William J. Morris and
Ruth A. Morris.

Conveys a part of the Northeast Quarter of Section 16, Township 11
(Plain), Range 8, Stark County, Ohio, and more particularly described as
follows:

Beginning at an iron pin at the Southeast corner of said quarter section; thence
North 5° 20' East, and along the east line of said quarter section and the said
center line of a public road, for a distance of 787.25 feet to an iron pin and
the true place of beginning of the tract herein described; thence continue North
5° 20' East for a distance of 208.65 feet to a point; thence North 85° 30' West
for a distance of 235.0 feet to an iron pin; thence South 5° 20' West for a dis-
tance of 207.7 feet to an iron pin; thence South 85° 17' East for a distance of
235.0 feet to an iron pin and the place of beginning, containing 1.12 acres of
land more or less, subject to all legal highways.

Subject, however, to the reservation to Elizabeth E. Wright, formerly Elizabeth
E. Bolender, predecessor in title (and her heirs and assigns) in and to all right,
title and interest in and to all oil and gas leases, storage agreements and
interests in and with respect to the premises above described, as contained in
the Warranty Deed from Elizabeth E. Wright, formerly Elizabeth E. Bolender to
Martha F. Fromm (deceased) dated August 17, 1957 and recorded in Volume 2494,
page 434 of Stark County, Ohio deed records at Canton, Ohio.

L I E N S

No. 36.

William J. Morris and
Ruth A. Morris,
husband and wife.

Mortgage \$68,500.00.
S. & A. August 16, 1963.
Rec. August 19, 1963.
Vol. 1777 Pg. 734
Serial #89048.
Not cancelled.

To

First Federal Savings and
Loan Association of Dover.

No. 37.

No mechanics liens, leases, judgments, foreign executions or pending
suits.

No. 37. (continued)

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

Taxes: June 1963 paid.

Unless noted above, no search has been made for street, sewer, liquor or other special assessments, nor for suits or judgments in Courts other than the Common Pleas Court of Stark County, Ohio.

I hereby certify that I have collated the foregoing CONTINUATION from the Official Records of Stark County, Ohio, and that I believe the same shows every instrument of record affecting the title to said premises as shown by the General Indexes in the various County Offices, since and including August 16, 1963.



Attorney at Law

Canton, Ohio
August 19, 1963
9:41 A. M.