

Abstract

of

The Title

to

Lot #67, 68,
69 & 70
in

MAPLE CREST ALLOTMENT,

Plain Township,

Stark County,

Ohio.

RETURN TO
THE HOME
SAVINGS AND LOAN COMPANY
NO. 16265
NAME CHARLES E. KING
RET

4/69

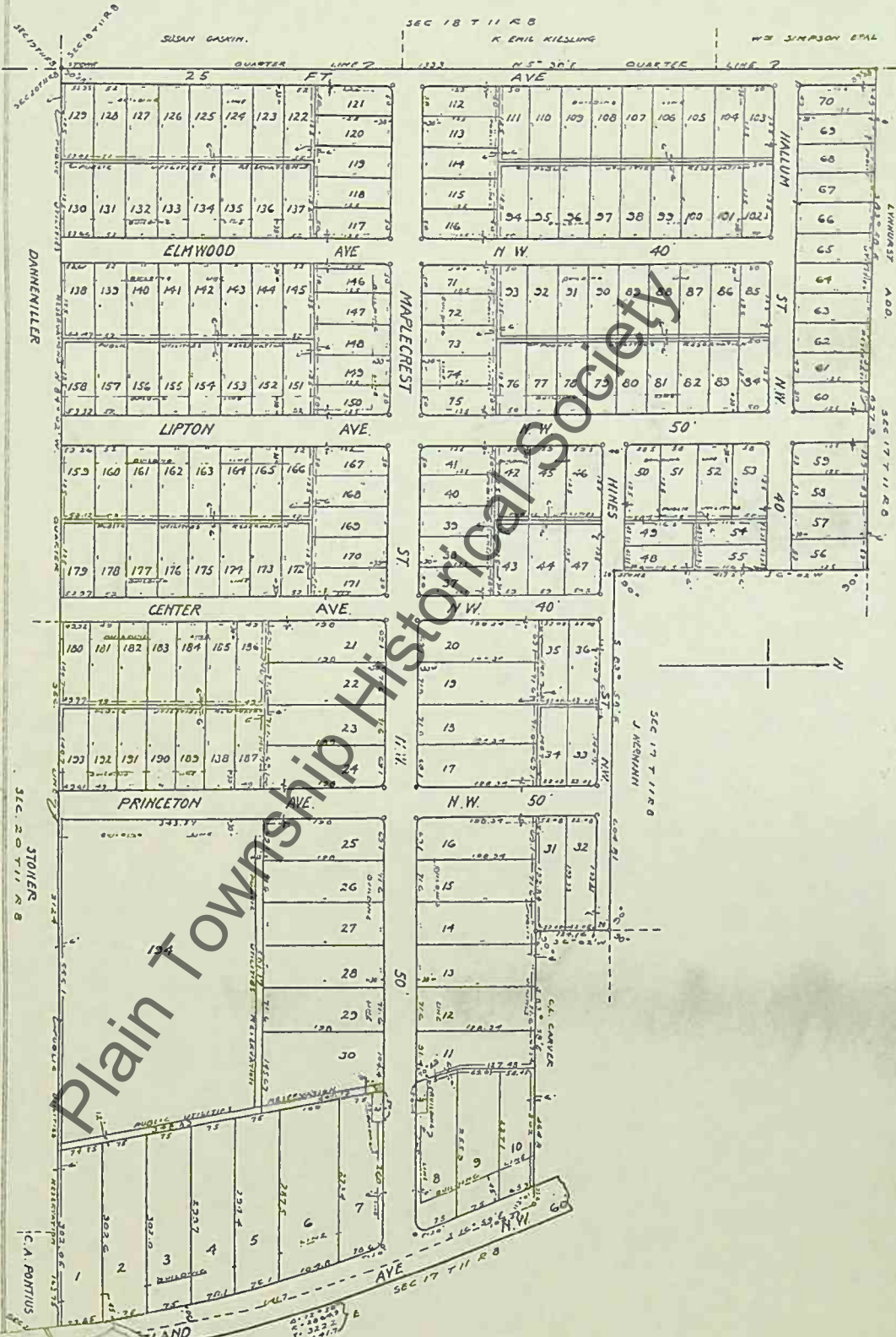
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ESTABLISHED 1869

THE SMITH TRUMP ABSTRACT COMPANY
CANTON, OHIO

Plain Township Historical Society



SEC 18 T 11 R 8
SEC 17 T 11 R 8

SILAS GASHIN.

SEC 18 T 11 R 8
K. EMIL KIESLING

W.E. SIMPSON ETAL

DANNENILLER

MAPLECREST ST

HALLUM ST

ST

HINES ST

SEC 20 T 11 R 8
STONER

SEC 17 T 11 R 8
J. ARSHAM



42080

Plain Township Historical Society

ABSTRACT OF TITLE to LOT # 67, 68, in THE MAPLES
69 & 70
CREST ALLOTMENT to the CITY OF CANTON, STARK COUNTY, OHIO.

No. 2.

The United States, By
James Madison, Prest.,
to
George Harter.

Patent.
Dated Aug. 1" 1810.
Recorded Sept. 7", 1820.
Vol. "D", Page 414.

Conveys the south west quarter of Section #17,
Township #11, Range #8, of the lands directed to be sold at
Steubenville.

No. 3.

George Harter &
Elizabeth, his wife,
to
Henry Everhart.

Warranty Deed \$320.
Dated & Ack'd. Sept. 13" 1810.
Recorded Sept. 14" 1810.
Vol. "A", Page 110.

Conveys the south half of the south west quarter of
Section #17, Township #11, Range #8, Stark County, Ohio.

No. 4.

When the wife joins in the granting clause (or
husband, when title is in the wife,) her given name will ap-
pear in the Abstract, but when dower is released only, she
will be designated as "wife".

Each instrument herein shown is properly witnessed
and acknowledged, unless otherwise noted.

No. 5.

Henry Everhard's
Estate.

1849 Feb. 10" Philip Everhard Admr.
1849 Feb. 14" Bond filed & letters
issued.
1849 May 10" Inventory & Sale list
filed.
1851 Mar. 27" Final account filed.
Admr. Doc. "B", Page 296.

The final account of Henry Everhard's Admr. shows payment to the following persons, of "part of their distributive share."

J.S. Everhard,
Henry Everhard,
Henry Ruthrauff,
Susan Everhard,
Mary Everhard,
Philip Everhard &
Melsheimer Heirs.

John Everhard & wife,
to
Philip Everhard,
Henry Everhard,
Susan Everhard,
Mary Everhard,
Lydia Ruthrauff,
Rachel Melsheimer &
John Stough Everhard.

Quit Claim Deed \$4235.
Dated & Ack'd, Sept. 3rd 1849.
Recorded Sept. 5th 1849.
Vol. 44, Page 170.

"Whereas, I, John Everhard, of the County of Franklin in the State of Ohio did previous to the death of my late father Henry Everhard, received from him by way of advancement as one of his sons and heirs at law, the sum of \$2949; and whereas since said advancement was made to me, and before the death of my said father he paid off and discharged several promissory notes made by me as principal and by my said father as surety to Arvine Wales, the whole amount thus paid being \$686; and said sum being justly due and owing by me to the estate of my said father; and whereas as guardian of John Stough Everhard only child of ----- Everhard, my brother, deceased, I am justly indebted to said John Stough Everhard in the sum of \$600; and whereas my said father was bail for me as such guardian; and whereas my father's estate is liable to pay the amount due to said John Stough Everhard, as aforesaid.

Now therefore be it known that I do by these presents, in consideration of the said advancement, and of said sum paid as aforesaid to said Arvine Wales, and also in consideration that the grantees hereinafter named, shall fully discharge the said sum due as aforesaid to said John Stough Everhard, and forever hereafter protect and release me from all manner of liability concerning the same, remise,

release, quit claim and assign, convey and confirm unto Philip Everhard, Henry Everhard, Susan Everhard, Mary Everhard, Lydia Ruthrauff, Rachel Melsheimer, and John Stough Everhard (all of whom are my brothers and sisters, except the said John) all the right, title, interest, claim or estate which I have, or may hold in and to - - - the south half of the south west quarter of Section #17, Township #11, Range #8, Stark County, Ohio.

Also conveys other premises.

No. 8.

Henry Everhard &
Rebecca, his wife,
Philip Everhard &
Nancy, his wife,
Henry Ruthrauff &
Lydia, his wife,
Edwin Melcheimer &
Rachel, his wife,
John S. Everhard,
to
Susanna Everhard &
Mary Everhard.

Quit Claim Deed \$5440.
Dated & Ack'd. Sept. 6" 1849.
Recorded Mar. 9" 1850.
Vol. 45, Page 53.

Conveys all the interest of the Grantors in and to part of the south half of the south west quarter of Section #17, Township #11, Range #8, and bounded as follows, to-wit: Beginning 6.12³ chains west of the south east corner of said quarter section at a post on the west bank of the mill race; thence north 11° east 5.98 chains to a post on west bank of race; thence north 9 $\frac{1}{2}$ ° west 3 chains to a post near race; thence north 5° east 11.25 chains to a post on north line of said half quarter section; thence west on said line to north west corner of said half quarter section; thence south on the west line of said half quarter to the south west corner; thence east on the south line of said quarter section to the place of beginning, containing 70 acres, more or less.

Also other premises.

NOTE:- Deed does not recite that John S. Everhard was unmarried.

No. 9.

There is no record of any will or administration on the estate of Mary Everhard in Stark County Probate Court.

J.S. Everhard & wife,
to
Henry Everhard.

Quit Claim Deed \$700.
Dated & Ack'd. Jan. 13" 1857.
Recorded Jan. 30" 1857.
Vol. 67, Page 101.

Conveys all the interest of the Grantor in and to the west part of the south half of the south west quarter of Section #17, Township #11, Range #8. Beginning 6.12 $\frac{1}{2}$ chains west of the south east corner of said west quarter section at a post on the west bank of Mill Race; thence north 11 $^{\circ}$ east 5.98 chains to a post in West bank of race; thence north 9 $\frac{1}{2}$ $^{\circ}$ west 3 chains to a post near the race; thence north 5 $^{\circ}$ east 11.25 chains to a post on the north line of said half quarter section; thence west on said line to the north west corner of said half quarter section; thence south on the west line of said half quarter section to the south west corner; thence east on the south line of said quarter section to the place of beginning, containing 70 acres more or less. Also other premises.

NOTE: Name of Grantor is written in body of deed and acknowledgment "John S. Everhard," but he signed as shown above. The wife's name does not appear either in deed or acknowledgment, but she signed "Mary M. Everhard." Deed does not recite what interest grantors had in said premises.

No. 11.

J.S. Everhard &
Mary M., his wife,
to
Henry Everhard.

Quit Claim Deed \$700.
Dated & Ack'd. Nov. 9" 1858.
Recorded Mar. 28" 1859.
Vol. 72, Page 160.

Whereas on the 13" day of Jan. 1857 Jehu S. Everhard and Mary M., his wife, intended to have conveyed to Henry Everhart, the real estate hereinafter mentioned and said Jehu S. Everhart, and Mary M., his wife, until lately, supposed a good and perfect deed had been executed by them, for said real estate by a proper writing of that date, which is recorded in the records of Stark County, Ohio, Vol. 67, Pages 101 and 102, but it is now ascertained that by mistake said paper writing is imperfect as a Deed to convey the interest of said Jehu S. Everhard and Mary M., his wife, in said real estate to said Henry Everhard and for the purpose of correcting such error this deed is made.

Same description as in deed noted at #10 above.
Vol. 67, Page 101.

NOTE: The name of one Grantor is written in body of deed "Jehu S. Everhart," and acknowledgment "Jehu S. Everhard," but he signed as shown above.

Henry Everhard & wife,
to
Susanna Everhard.

Quit Claim Deed \$1400.
Dated & Ack'd. Oct. 9" 1858.
Recorded July 8" 1865.
Vol. 88, Page 607.

Conveys undivided 2/7 part of same premises as described in deed noted at #10 above. Vol. 67, Page 101. Also other premises.

The premises hereby conveyed on the two undivided seventh part of lands owned by Mary Everhard now deceased, she being a sister of the said Henry Everhard, and having died intestate reference to be had to a deed recorded in the Recorder's Office of said Stark County, Vol. 45, Pages 50 & 54 together with all the appurtenances, thereunto belonging or in any wise appertaining and the reversions, remainders, rents issues and profits thereof, and all the estate right, title, interest, claim or demand whatsoever of me the said Henry Everhard in law or in equity of, in and to the above bargained premises.

No. 13.

John Everhard & wife,
to
Henry Ruthrauff.

Quit Claim Deed \$668.
Dated & Ack'd. Aug. 1" 1855.
Recorded Aug. 8" 1855.
Vol. 61, Page 514.

Conveys the undivided 1/7 part of the undivided half of the same premises as described in deed noted at #10 above. Vol. 67, Page 101. Also other premises.

Deed recites that the premises hereby conveyed are the one undivided 1/7 part of the lands owned by Mary Everhard now deceased, she being a sister of the said John Everhard and having died intestate, reference to be had to a deed recorded in the Recorder's Office of Stark County, Vol. 45, Pages 53 and 54, together with all the appurtenances thereunto belonging.

No. 14.

Henry Ruthrauff & wife,
to
Susanna Everhard.

Quit Claim Deed \$2429.56.
Dated Jan. 17" 1867.
Ack'd. Feb. 1" 1867.
Recorded Mar. 8" 1867.
Vol. 93, Page 490.

Conveys the undivided $\frac{2}{7}$ of an undivided half of part of the south half of the south west quarter of Section #17, Township #11, Range #8, Stark County, Ohio, "beginning 6.12 $\frac{1}{2}$ chains west of south east corner of said quarter section at a post on the west bank of the mill race; thence north 11° east 5.98 chains to a post on west bank of race; thence north 9 $\frac{1}{2}$ ° east 11.25 chains to a post on the north line of said half quarter section; thence west on said line to the north west corner of said half quarter section; thence south on the west line of said half quarter section to the south west corner thereof; thence east on the south line of said quarter section to the place of beginning, containing 70 acres more or less; the premises hereby conveyed are the two undivided seventh parts of lands owned by Mary Everhard now deceased, she being sister of said Henry Ruthrauff's wife, and having died intestate. Reference to be had to a deed recorded in the Recorder's Office of said Stark County Vol. 45, Pages 53 and 54, one seventh of said described lands having been purchased by said Henry Ruthrauff from said John Everhard of Franklin County, Ohio, on the first of August A.D. 1855, reference to be had to a deed recorded in the Recorder's Office of said Stark County, Aug. 10" 1855, in Vol. 61, Pages 514 and 515."

NOTE: The second and third call and distance in above description are confused, and part of both omitted. Lydia Ruthrauff wife of said Henry Ruthrauff signed this deed and released her dower, but did not join in the granting clause. Said Henry Ruthrauff owned only the undivided $\frac{1}{7}$ of an undivided half of said premises, and his wife Lydia owned the other $\frac{1}{7}$ of said undivided half of said premises, as one of the heirs at law of her sister Mary Everhard deceased.

No. 15.

There is no deed from Lydia Ruthrauff for her interest in said premises as heir at law of Mary Everhard deceased, on record in Stark County, Ohio.

We assume that the deed noted at #14 above, was intended to convey the interest of said Lydia as well as that of her husband, and have not followed the title in her, further than to ascertain that there is no deed from her on record.

No. 16.

Philip Everhard & wife,
to
Susanna Everhard.

Quit Claim Deed \$1287.
Dated & Ack'd. June 3rd 1869.
Recorded Dec. 16th 1869.
Vol. 110, Page 101.

Conveys all the interest the said Grantor has or ought to have in and to the same premises as described at #10 above. Vol. 67, page 101.

No. 17.

There is no record of any will or administration on the estate of Rachel Melsheimer in Stark County, Ohio, Probate Court.

We are informed by D.F. Fast that she lived at Newcomerstown, Tuscarawas County, Ohio, and died about 1850 leaving two children, viz:- Mary S. Fast and Emma R. Stafford.

No. 18.

Emma R. Stafford &
William S., her husband,
to
Martin Wikidal.

Quit Claim Deed \$400.
Dated & Ack'd. July 17th 1869.
Recorded July 17th 1869.
Vol. 108, Page 65.

Conveys all the interest of the grantors in and to the following described premises situated in the County of Stark and State of Ohio, and known as the west part of the south half of the south west quarter of Section #17, Township #11, of Range #8, bounded as follows:- Beginning 6 chains 12½ links west of the south east corner of said quarter at a post on the bank of the mill race; thence north 11° east 5 chains 98 links to a post on the west bank of the race; thence north 9½° east 11 chains and 25 links to a post on the north line of said half quarter; thence west on said line to the north west corner of said half quarter; thence south on the west line of said half quarter to the south west corner thereof; thence east on the south line of said quarter to the place of beginning, containing 70 acres, more or less.

No. 19.

Martin Wikidal,
-vs-
Susan Everhard &
Mary Susan Melsheimer.

IN COMMON PLEAS COURT.
1872 Nov. 7th Pctition filed.
1872 Dec. 24th Partition ordered.
1872 Dec. 26th Writ issued.
1873 Jan. 7th Writ returned,
1873 Feb. 10th Report approved.
App. Doc. "T2", Page 299.
Rec. Vol. 59, Page 345.

(over)

PETITION:-

Your petitioner Martin Wikidal of the County of Stark, respectfully represents that he is seized of the undivided $1/28$ part of the following described real estate situate in Stark County and State of Ohio, to-wit:- The west part of the north west quarter of Section #20, in Township #11, of Range #8, bounded as follows:-

Beginning at a post in the quarter line 15 chains west of the south east corner of said quarter; thence north 40 chains to a post in the north line of said quarter; thence west to the north west corner of said quarter; thence south to the south west corner of said quarter; thence east to the place of beginning, containing 100 acres, more or less.

Also the west part of the south half of the south west quarter of Section #17, in Township #17, Range #8, bounded as follows:- Beginning 6 chains 12 $\frac{1}{2}$ links west of the south east corner of the said quarter at a post on the bank of the mill race; thence north 11° east 5 chains and 98 links to a post on the west bank of the race; thence north $9\frac{1}{2}^{\circ}$ east 11 chains and 25 links to a post on the north line of said half ----; thence west on said line to the north west corner of said half quarter; thence south on the west line of said half quarter to the south west corner thereof; thence east on the south line of said quarter to the place of beginning, containing 70 acres more or less.

That Mary Susan Melsheimer of the County of Hamilton, Ohio, is seized in fee simple of the undivided $1/14$ part of said premises.

That Susan Everhard of the County of Stark, Ohio, is seized of the undivided $25/28$ part of said premises in fee simple.

Your petitioner therefore prays that partition may be made of said lands in such manner that your petitioner may hold his proportion thereof in severalty or if the same cannot be done without manifest injury then that such proceedings may be had in the premises as are authorized by law.

The record does not show how the defendants were served with notice, and there is no finding by the Court that they were served.

Commissioners ordered to divide said premises set off to Martin Wikidal the petitioners for his share of said estate so much of the within described 100 acres as is contained within the following metes and bounds, to-wit:-

Commencing for the same at a point in the center of the road running from Ruthroffs Mill to Massillon where it crosses the section line between Section #19 and 20 in Plain Township, Stark County, Ohio; thence east 20 rods; thence south 56 rods; thence west 20 rods to said section line; thence with said section line north 56 rods containing 7 acres of land excepting $1/2$ acre in a square form out of the north west corner of the said 100 acre tract now used for School House lot.

(over)

No division was made of the balance of said pre-
mises between Susan Everhard and Mary Susan Melsheimer.

NOTE: From what appears in the record in case noted at
Section #22 following, and from outside information,
we assume that Emma R. Stafford and Mary Susan Melsheimer were
the only heirs of Rachel Melsheimer; if this is correct the
statement of interest in above petition is correct as to the
interest of Martin Wikidal, but incorrect as to the interest
of defendants.

From deeds already noted in this Abstract it ap-
pears that Susan Everhard owned 7/14 of said premises by
purchase, 1/14 by inheritance from her sister Mary, 1/14
which came from J.S. Everhard, 1/14 from Henry Everhard, 1/14
from John Everhard, 1/14 from Lydia Ruthrauff and 1/14 from
Philip Everhard, being 13/14 in all, leaving 1/14 owned by
said two children of Rachel Melsheimer or 1/28 part to each.

No. 20.

Susan Everhard's	1881 Aug. 6"	Andrew Pontius Admr.
Estate.	1881 Aug. 6"	Bond filed & letters issued.
	1882 May 8"	Final account filed.
	Admr. Doc. "F",	Page 374.

No. 21.

The Application for letters of administration on the
estate of Susan Everhard deceased, shows that she died on or
about July 10, 1881, intestate leaving the following named
persons her only heirs at law.

Henry Everhard,	Brother;
Philip Everhard;	Brother,
Lydia Ruthrauff,	Sister,
Adaline Welty,	Niece,
J. Wesley Everhard,	Nephew,
P.M. Everhard,	Nephew,
J.S. Everhard,	Nephew,
Mary Melsheimer,	Niece,
Emma Stafford,	Niece,
The unknown heirs of Calvin Everhard, deceased.	

Andrew Pontius, Admr.
of the Estate of
Susan Everhard, Dec'd.
-vs-

IN PROBATE COURT.

1881 Nov. 24" Petition filed.
1881 Dec. 15" Waiver of notice
and answer of

Henry Everhard,
Philip Everhard,
Lydia Ruthrauff,
Henry Ruthrauff,
Philip M. Everhard,
John Wesley Everhard,
Adaline Welty,
Joseph Welty,
Jenu S. Everhard,
Mary S. Melsheimer,
Emma Stafford,
Julian Snediker,
R.T. Snediker,
Isabella Gillis &
Alexander Gillis.

Adaline Welty, Philip W. Everhard, R. T. Snediker, Henry Everhard, Philip Everhard, J.S. Everhard, Henry Ruthrauff, Lydia Ruthrauff and John W. Everhard filed.

1881 Dec. 19" Answer of Emma R. And W.S. Stafford filed.

1881 Dec. 19" Answer of Mary S. Melsheimer, now Fast & D. Fast filed.

1881 Dec. 22" Answer of A.C. & L. Isabella Gillis filed.

1881 Dec. 27" Heading had & appraisal ordered & order issued.

1881 Dec. 28" Appraisal returned and approved, and public sale ordered, and order issued.

1882 Feb. 1" Notice & Printer's affidavit filed.

1882 Feb. 1" Order of sale returned.

1882 Feb. 1" Sale approved & deed ordered.

Civil Doc. "C", Page 406.

Civil Rec. "F", Page 182.

PETITION:

The said Plaintiff represents that valid debts of said decedent amounting to some \$3000 have already been presented to your petitioner for payment (a schedule of which is hereto attached) that the costs of Administration will amount to several hundred dollars.

And that the total value of the personal estate and effects of said decedent is not to exceed the sum of \$500, being wholly insufficient to pay the debts and costs aforesaid.

Said plaintiff further represents that the said Susan Everhard died seized in fee simple of the following described real estate situate in the County of Stark and State of Ohio, to-wit:- Being the west part of the north west quarter of Section #20, Township #11, Range #8. Beginning at a post in the quarter section line 15 chains west of the south east corner of said quarter section; thence north 40 chains to a post in the north line of said quarter; thence west to the north west corner of said quarter section; thence south to the south west corner of said quarter section; thence east to the place of beginning, containing 100 acres more or less.

Also the west part of the south half of the south west quarter of Section #17, Township #11, in Range #8. Beginning $6.12\frac{1}{2}$ chains west of the south east corner of said quarter section at a post on the west bank of the Mill Race; thence north $11\frac{1}{2}^{\circ}$ east 5.98 chains to a post on the west bank of the race; thence north $9\frac{1}{2}^{\circ}$ west 3 chains to a post near said race; thence north 5° east 11.25 chains to a post on the north line of said half quarter section; thence west on said line to the north west corner of said half quarter section; thence south on the west line of said half section to the south west corner thereof; thence east on the south line of said quarter section to the place of beginning, containing 70 acres more or less.

Except the one undivided twenty eight part of the foregoing described tracts of land belonging to the defendant Mary S. Melsheimer as heir at law of Mary Everhard, deceased.

Also except the one undivided one twenty eight part of said described tracts of land heretofore owned by the defendants Emma Stafford and ---- Stafford her husband, and as heirs at law of the said Mary Everhard deceased, and by them conveyed to Martin Wikidal and by him conveyed to Anton Schweitzer which is described as follows:-

Part of the north west quarter of Section #20, Township #11, of Range #8. Commencing for the same at a point in the center of the road running from Ruthrauffs Mill to Massillon where it crosses the section line between Sections #19 and #20 in Plain Township, Stark County, Ohio; thence east 20 rods; thence south 56--; thence west 20 rods to said section line; thence with said section line north 56 rods containing 7 acres of land.

Excepting $\frac{1}{2}$ acre in a square from out of the north west corner of said tract, now used for a School Lot, which deed is recorded in Vol. 128, Pages 339, 340 in the Stark County Deed Records.

Said Plaintiff further represents that the said Susan Everhard died leaving the following named persons her heirs at law having the next estate of inheritance in said real estate and property, viz;-

Henry Everhard, Philip Everhard; Lydia Ruthrauff, and her husband Henry Ruthrauff of Canton, Stark County, Ohio; Philip M. Everhard, Mary S. Melshimer, Emma Stafford and --- Stafford, her husband, all of Cincinnati, Ohio; John Wesley Everhard of Little Thompson Creek, Colo.; Adaline Welty and Joseph Welty, her husband of New Philadelphia, Ohio; Julia Snediker and her husband R.T. Snediker of Hartford Kansas; and Isabella Gillis and her husband Alexander Gillis of Spring Lake, William County, Ohio, all of said parties being of age.

All subject to a lease to School district of about $\frac{1}{2}$ acre out of first described tract, used for a School house purposes.

(over)

Your petitioner therefore prays that said heirs at law and defendants herein may be notified of the pendency hereof according to law and that your petitioner may be authorized to sell said real estate according to the Statute in such case made and provided.

WAIVER:

We the undersigned parties defendant to the petitioner in said cause hereby waive issuing and service of summons and voluntarily enter our appearance as such defendants. And we do hereby consent to the sale of the real estate described in said petition according to the prayer of the same.

Joseph Welty,
Adaline Welty,
Philip M. Everhard,
R.T. Snediker,
Juliann E. Snediker,
Henry Everhard,
Philip Everhard,
J.S. Everhard,
Henry Ruthrauff,
Lydia Ruthrauff,
John Wesley Everhard,
Emma R. Stafford,
W.S. Stafford,
Mary S. Fast,
Daniel F. Fast,
L. Isabelle Gillis,
A.C. Gillis,

The waiver and answer of Mary S. Fast and Daniel F. Fast states that Mary S. is named Mary S. Melshimer in petition who since said filing has been married to Daniel F. Fast.

This day this cause came on for hearing upon the petition, answers and testimony, and it appearing to the Court that the notice required by law has been duly served upon the defendants herein, and the Court being fully advised in the premises find that the statements contained in the petition are true and that the real estate therein named ought to be sold.

Therefore it is ordered that a Committee be appointed to appraise said premises and its fair cash value.
1" described tract containing 100 acres was appraised at \$9885.
2" described tract containing 70 acres was appraised at \$8440.

Said report was approved and confirmed by the Court and it is ordered that petitioner proceed according to law to sell said premises at public sale.

Said notice was published in the Stark County Democrat and Repository for 4 successive weeks prior to Jan. 28" 1882.

Said tract of 70 acres was sold to Hamilton Graham for \$9752.

Said tract of 100 acres was sold to Joseph Wackerly for \$9737.36.

Which sale was approved and confirmed and said petitioner is ordered to execute and deliver to the purchaser a proper deed for the same.

Andrew Pontius, Admr. of
the estate of Susan
Everhard, deceased,
to
Hamilton Graham.

Admr's. Deed \$9753.75.
Dated & Ack'd. Feb. 1" 1882.
Recorded Apr. 3" 1882.
Vol. 182, Page 544.

Conveys the following described real estate situate in the County of Stark and State of Ohio, and being the west part of the south half of the south west quarter of Section #17, Township #11, Range #8, beginning 6.12½ chains west of the south west corner of said quarter section at a post on the west bank of a Mill Race; thence north 11½° east 5.98 chains to a post on the west bank of the race; thence north 9½° west 3 chains to a post near said race; thence north 5° east 11.25 chains to a post on the north line of said half quarter section; thence west on said line to the north west corner of said half quarter section; thence south on the west line of said half quarter section to the south west corner thereof; thence east on the south line of said quarter section to the place of beginning, containing 70 acres of land, more or less.

NOTE: Recites the proceedings in case noted at #22 above.

No. 24

Andrew Pontius, Admr. of
the estate of Susan
Everhard, deceased.
to
Hamilton Graham.

Admr's. Deed \$9753.75:
Dated & Ack'd. Oct. 10" 1902.
Recorded Oct. 11" 1902.
Vol. 413, Page 62.

Conveys the following described premises situate in the County of Stark and State of Ohio, and being the west part of the south half of the south west quarter of Section #17, Township #11, Range #8. Beginning 6.12½ chains west of the south east corner of said quarter section at a post on the west bank of a Mill Race; thence north 11½° east 5.98 chains to a post on the west bank of the race; thence north 9½° west 3 chains to a post near said Race; thence north 5° east 11.25 chains to a post on the north line of said half quarter section; thence west on said line to the north west corner of said half quarter section; thence south on the west line of said half quarter section to the south west corner thereof; thence east on the south line of said quarter section to the place of beginning, containing 70 acres more or less.

This deed is made to correct a mis-description of the above described real estate in a deed made by Andrew Pontius as Administrator of the Estate of Susan Everhard to Hamilton Graham Sept. 1" 1882, and recorded in Vol. 182, Pages 544 and 545 in the deed records of Stark County, Ohio.

NOTE: Recites the proceedings in case noted at #22 above.

No. 25.

Daniel F. Fast &
Mary S., his wife,
to
Hamilton Graham.

Quit Claim Deed \$361.25.
Dated Feb. 3rd 1882.
Ack'd. Mar. 11th 1882.
Recorded Apr. 3rd 1882.
Vol. 182 Page 545.

Conveys the following described premises situated in the Township of Plain, County of Stark and State of Ohio, and known as the west part of the south half of the south west quarter of Section #17, Township #11, Range #8. Beginning $6.12\frac{1}{2}$ chains west of the south west corner of said quarter section at a post on the west bank of the Mill Race; thence north $11\frac{1}{2}$ east 5.98 chains to a post on the west bank of the race; thence north $9\frac{1}{2}$ west 3 chains to a post near said race; thence north 5 east 11.25 chains to a post on the north line of said half quarter section; thence west on said line to the north west corner of said half quarter section; thence south on the west line of said half quarter section to the south west corner thereof; thence east on the south line of said quarter section to the place of beginning, containing 70 acres, more or less.

Hamilton S. Graham and Anzoletta, his wife,
to
Edith Donnott Marvin.

Warranty Deed \$12,960.20.
Dated March 30th 1907.
Rec. for rec. Mar. 30th 1907.
Vol. 461, page 567.

Conveys the following described premises situate in the Township of Plain, County of Stark and State of Ohio, known as part of the west part of the south half of the south west quarter of Section #17, Township #11, Range #8 in said County and State. Beginning 6 chains and $12\frac{1}{2}$ links west of the south east corner of said quarter section at a point in the center of an east and west public road; thence north $11\frac{1}{2}^{\circ}$ east 5 chains and 98 links to a point on the west bank of a mill race; thence north $9\frac{1}{2}^{\circ}$ west 3 chains to a point near said Mill Race; thence north 5° east 7 chains $89\frac{1}{2}$ links to a point in the south east corner of a 1.15 acre lot deeded to Wm. D. Lesh and Mary Adele Lesh and recorded in Vol. 445, page 24 of the Deed Records of Stark County; thence north $85^{\circ} 50'$ west along the south line of said 1.15 acre lot 8 chains and 82 links to an iron pin in the center of the Canton and Akron road; thence south $19\frac{1}{2}^{\circ}$ east along the center of the Canton and Akron road 3 chains and 24 links to an iron pin in the south east corner of an 8.78 acre lot deeded to Joseph Herman by Hamilton S. Graham and wife recorded in Vol. 451, page 192, of the deed Records of Stark County; thence north $85^{\circ} 50'$ west along the south line of said 8.78 acre lot 15 chains and 13 links to a stone in the south west corner of said 8.78 acre lot; thence north $4^{\circ} 10'$ east along the west line of said 8.78 acre lot 6 chains and $32\frac{1}{2}$ links to a stone in the north line of said half quarter section; thence north $85^{\circ} 50'$ west along the north line of said half quarter section 12 chains and 56 links to a stake in the north west corner of said half quarter section; thence south along the west line of said half quarter section 20 chains $17\frac{1}{2}$ links to the south west corner thereof; thence east on the south line of said quarter section 34 chains and $50\frac{1}{2}$ links to the place of beginning, containing 58.91 acres.

It being the intention of the grantors to convey all of the interest of Hamilton S. Graham to the farm known as the Hamilton S. Graham farm as above described and located in Plain Township, Stark County, Ohio.

Edith Bonnett Marvin and
 Sylvester S., her husband,
 to
 William Edric Mason.

Warranty Deed \$50,000.
 Dated Mar. 27" 1920.
 Rec. for rec. Apr. 1" 1920.
 Vol. 710, page 155.

Conveys the following real estate situated in the County of Stark & State of Ohio, and in the Township of Plain and bounded and described as follows: Part of the west part of the south half of the south west quarter of Section #17, Township #11, Range #8 in said County and State. Beginning 6 chains and $12\frac{1}{2}$ links west of the south east corner of said quarter section at a point in the center of an east and west public road; thence north $11\frac{1}{2}^{\circ}$ east 5 chains and 98 links to a point on the west bank of a Mill Race; thence north $9\frac{1}{2}^{\circ}$ west 3 chains to a point near said Mill Race; thence north 5° east 7 chains $89\frac{1}{2}$ links to a point in the south east corner of a 1.15 acre tract deeded to Wm. B. Lesh and Mary Adele Lesh and recorded in Vol. 445, page 24 of the Deed Records of Stark County; thence north 85° 50' west along the south line of said 1.15 acre lot 8 chains and 82 links to an iron pin in the center of the Canton-Akron Road; thence south $19\frac{1}{2}^{\circ}$ east along the center line of said Canton-Akron Road 3 chains and 24 links to an iron pin in the south east corner of an 8.78 acre lot deeded to Joseph Hermann by Hamilton S. Graham and wife and recorded in Vol. 451, page 192 of the Deed Records of Stark County; thence north 85° 50' west along the south line of said 8.78 acre lot 15 chains and 13 links to a stone in the south west corner of said 8.78 acre lot; thence north 4° 10' east along the west line of said 8.78 acre lot 6 chains and $32\frac{1}{2}$ links to a stone in the north line of said half quarter section; thence north 85° 50' west along the north line of said half quarter section 12 chains and 56 links to a stake in the north west corner of said half quarter section; thence south along the west line of said half quarter section 20 chains and $17\frac{1}{2}$ links to the south west corner thereof; thence east on the south line of said quarter section 34 chains and $50\frac{1}{2}$ links to the place of beginning, containing 58.91 acres.

It being the intention of the grantors to convey all of the premises received by them from Hamilton S. Graham and wife by deed recorded in Vol. 461, pages 567 and 568 of the Deed Records of Stark County, Ohio.

NOTE: Deed reads "free and clear from all incumbrances whatsoever, except taxes due after june, 1920 which grantee assumes and agrees to pay.

Grantors were acknowledged before Jesse H. Hall, N.P., Montgomery County, Penna. "My Commission expires February 21" 1923."

Seal attached, but no certificate.

Heading of acknowledgment reads as follows: "The State of Pennsylvania, Delaware County, SS.", but Notary Public is from Montgomery County.

On June 26, 1920 Wm. Edric Mason conveyed to Havard G. Barrett the following described premises, and known as and being a part of the south west quarter of Section #17, Township #11, Range #8, Stark County, Ohio, beginning for the same at an iron pin at the south east corner of the south west quarter of Section #17, Township #11, Range #8; thence north $86^{\circ} 44'$ west 403.15 feet to an iron pin and true place of beginning; thence north $12^{\circ} 38'$ east a distance of 395.2 feet to an iron pin; thence north $8^{\circ} 26'$ west 197.65 feet to an iron pin; thence north $6^{\circ} 56'$ east 527. feet to an iron pin; thence north $86^{\circ} 25'$ west a distance of 577.5 feet to an iron pin in center line of the Canton Akron Road; thence south $19^{\circ} 30'$ east along said road a distance of 780 feet to a point; thence south $7^{\circ} 38'$ east along said road a distance of 399.75 feet to an iron pin; thence south $86^{\circ} 44'$ east 140.2 feet to an iron pin and place of beginning, containing 8.62 acres. Vol. 714, page 418.

NOTE: Title to above described premises not followed in this Abstract.

On Aug. 14th 1920 Wm. Edric Mason and Gertrude V., his wife, conveyed to Clayton L. Carver the following described premises being part of the south west quarter of Section #17, Township #11, Range #8, beginning for the same at an iron pin located at the south east corner of the south west quarter of Section #17, Township #11, Range #8; thence north $86^{\circ} 44'$ west 543.35 feet to an iron pin in the center line of the road from Canton to Akron; thence north along the center of said road north $7^{\circ} 38'$ west a distance of 399.75 feet to an iron pin; thence along said road north $19^{\circ} 30'$ west a distance of 431.16 feet to an iron pin and true place of beginning; thence north $86^{\circ} 23'$ west 465.05 feet to a point; thence north $3^{\circ} 37'$ east a distance of 124.16 feet to a point; thence south $86^{\circ} 23'$ east a distance of 412.05 feet to an iron pin in the Canton Akron Road; thence south $19^{\circ} 30'$ east to an iron pin and the place of beginning, containing 1.25 acres. Vol. 717, page 392.

NOTE: Title to above not following in this Abstract.

No. 30.

Maple Crest Allotment,
Plain Township, Stark
County, Ohio.

Plat:

Dated Mar. 5" 1924.

rec. for rec. Mar. 28" 1924.

Plat Rec. 15, pages 74 and
75.

Laid out on part of the south west quarter of Sec-
tion #17, Township #10, Range #8, being part of premises
described at #27 above.

Said addition includes lots from 1 to 194
inclusive.

The conveyance of these lots is made upon and subject to the following conditions, which conditions shall be deemed covenants and conditions running with the land, namely:

1. That said property shall be used for resident purposes only.

2. That no building or structure pertaining to or for the conduct of any kind of commercial business shall be erected or placed on said property or be allowed thereon, and no tenement, lodging house, boarding house, apartment house, flat, hotel, store, or factory shall be erected, placed or maintained on said property.

3. That no residence shall be placed on lots the cost of which shall be less than \$9,000.00 on lots facing the Canton Akron Road; that no residence shall be placed on lots 11 to 30 inclusive facing Maple Crest Street, the cost of which shall be less than \$6,500.00; and that no residence shall be placed on any other lots in said allotment the cost of which shall be less than \$4,500.00.

4. That no intoxicating liquors of any kind or character shall be sold or permitted to be sold on said property.

5. That no farm animals excepting horses shall be kept on said property, and no turkeys, geese or ducks shall be kept or allowed to be kept on said land.

6. That no fence, railing, or hedge over 30 inches in height shall be permitted in front of the front building line established as aforesaid, nor shall any fence, railing or hedge be over 60 inches in height in the rear of said front building line.

7. That this property shall never be sold to or occupied by any excepting members of the Caucasian Race.

Mary O. Eddy,
 -vs-
 The Maple Crest Co.,
 (Two new parties).

LAW
 1924 Jan. 29" Petition & praecipe filed
 1924 Jan. 29" Russell J. Van Nostran
 appointed Receiver.
 1924 Jan. 29" Summons issued.
 1924 Jan. 31" Trustee ordered to pay
 back money to purchasers
 and Trustee discharged.
 1924 Jan. 31" Application filed.
 1924 Feb. 1" Summons returned.
 1924 Jan. 30" Service on Maple Crest
 Co. by delivery to H.
 G. Barrett, Pres.
 1924 Jan. 30" Personal service on
 Russell J. Van Nostran,
 Receiver of Maple Crest
 Co.
 1924 Feb. 21" Application of Receiver
 to plat allotment filed.
 1924 Feb. 21" Application to compro-
 mise filed.
 1924 Feb. 27" Receiver authorized to
 Plat.
 1924 Feb. 27" Receiver authorized to
 enter into a compro-
 mise as to lot contracts
 and report to Court.
 1924 Mar. 3" Affidavit for publica-
 tion filed.
 1924 Mar. 20" Report of Receiver filed.
 1924 Mar. 20" Report of Receiver Con-
 firmed.
 1924 Mar. 20" Receiver authorized to
 enter into compromise
 as to lot contracts.
 1924 Apr. 10" Application of Receiver
 filed.
 1924 Apr. 10" Report of Receiver filed.
 1924 Apr. 10" Report and supplemental
 report confirmed.
 App. Doc. 119, page 40555.

Not recorded at this
 date, July 16, 1924.

(over)

*Daisy Weaver, R S Sherer, William Edric Mason and
 Seltrude V. Mason were made parties
 dependant with leave to file answer and
 cross-petition instantly.*
Donald H. Kelly
Attorney at Law.

Plaintiff says she is the owner of 46 shares of the Capital Stock of The Maple Crest Co., an Ohio Corporation, and that each share of said Stock is of the face value of \$100.00.

Plaintiff says that one W. Edric Mason purchased a certain tract of land now known as Maple Crest and afterwards sold it to Havard G. Barrett for \$61800.00 and said Havard G. Barrett by land contract sold the same to The Maple Crest Co. for \$93,500.00.

Plaintiff says contracts hereinbefore referred to are not in their possession, but that the real estate is more particularly described as follows:-

Part of the South West Quarter of Sec. #17, Township #11, Range #8, beginning at an iron pin located at the south east corner of the South West Quarter of Section #17, Township #11, Range #8; thence north $86^{\circ} 44'$ west 543.35 feet to an iron pin in the center line of the Canton-Akron Road and true place of beginning; thence north $7^{\circ} 38'$ west 399.75 feet along said road to an iron pin; thence along said road north $19^{\circ} 30'$ west 431.16 feet to an iron pin; thence north $86^{\circ} 23'$ west 465.05 feet to a point; thence north $38^{\circ} 37'$ east 124.16 feet to a point; thence north $86^{\circ} 23'$ west 600.85 feet to a stone; thence north $3^{\circ} 28'$ west 420 feet to a point in the south line of Linwood Addition; thence north $86^{\circ} 35'$ west 827.7 feet to an iron pin; thence south $3^{\circ} 40'$ west 1332.6 feet to a stone; thence south $86^{\circ} 29'$ east 2136.97 feet to an iron pin and place of beginning, containing 49.1 acres.

Plaintiff says that W. Edric Mason has executed a mortgage on said premises; that said mortgagee threatens to foreclose; and W. Edric Mason who has sold said premises on land contract threatens to foreclose.

Wherefore plaintiff prays that her rights and rights of all stockholders be ascertained; that the rights of purchasers be determined; that a Receiver be appointed; that said Havard G. Barrett be enjoined from interfering with said Receiver during the pendency of this action; that said Receiver be authorized to ascertain what lots have been sold from said Maple Crest Allotment, the balance due thereon and report his finding to Court, and for such other relief as is proper.

Service as indicated in Docket Entries above.

All creditors of said Maple Crest Co. notified by publication in the Evening Repository for three weeks from and after Jan. 31" 1924.

William Edric Mason and Gertrude V. Mason, his wife, who has a contingent dower in said premises, said William Edric Mason holding the fee therein, are made parties and answering consent to sale and are willing to join in the conveyance of said real estate.

Russell J. Van Nostran appointed Receiver as above indicated.

Answer of Daisy Weaver and R. S. Sherer made defendants says they entered into a contract in writing with said Maple Crest Co. for \$7000.00 to erect upon lot #32, said contract not having been complied with asks judgment in the sum of \$2500.00.

Receiver ordered to make settlement with land contract holders.

Report shows that there came into the hands of the Receiver 32 land contracts as follows, upon which settlement has been made.

Goldie Bowser, (lot #10
Matilda Schuster)

Victoria Boyer, (lot #12-38
Florence M. Boyer)

Esther R. Gates, (1/2 of lots 132, 133
Doris L. Gates)

Ruth Gachet #4

Adeline Hohn (lot #8
Helen Hohn)

Cora Hamilton, 1/2 of lots #40, #41.

Ruth Kauffman, #6.

Carrie L. Kienzle, #1.

Jessie Lane, (lot #7
W. C. Lane)

Florence Lind, #148.

Etta Smith, #149.

Laura McNary, (lots #168-17
Mary McNary)

Lula B. Miller, #170

Viola Miner, (lots #117, 118, 119.
Ruby Miner)

Pattie Moores, lot #24-169
Winnie Moores

Rose Monnot #2.

Maud Owen, #146, 147.

Clara Rate, #3.

Jessie Reynolds, #16.

W. E. Rate, #9.

Ethel Rudisill, #71, 72.

Clara Schneider, (lot #20.
Flora Schneider)

(Over)

Kitturah Spiker, #5.

Morris Vandermenter, #76, 77.

No disposition made of the following contracts.

Mazie E. Dice,
Mary C. Evans,
Marian E. Hanna, 26
Helen Lane Rodgers,
Iren Wachtel,
Dr. Waltenbaugh, Miss Graven.

G. W. Adrian, Charles A. Kolp and William J. Ubelhart appointed appraisers and reported as follows:

Lot #194 was valued at \$2000.00

Lots #11, 13, 14, 15, 18, 19, 21, 22, 23, 25, 26,
27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 42, 43, 44,
45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59,
60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 73, 74, 75, 78,
79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93,
94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106,
107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 120, 121,
122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 134, 135,
136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 150, 151,
152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163,
164, 165, 166, 167, 171, 172, 173, 174, 175, 176, 177, 178,
179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190,
191, 192, 193, also 45 feet off the north end of lot 16, 45
feet off the north end of lot 20, the east 1/2 of lot 40 and
the south 1/2 of lot 132 were valued at \$46,000.00, the same
being approved.

Public sale having been ordered the report shows that notice of sale was published in the Evening Repository and premises sold to William E. Mason for \$32,000.00 the same being 2/3 of said appraisement.

Sale confirmed and Receiver ordered to execute deed.

No. 32.

Russel J. Van Nostran
Receiver of The Maple
Crest Co.,

Receiver's Deed \$1956.10.
Dated June 27" 1924.
Rec. for rec. June 28" 1924.
Vol. 846, page 155

to
William E. Mason.

Conveys the lots described in the heading of the
Abstract.
Deed refers to proceedings in Common Pleas Court.

L I E N S

No. 33

Hamilton Graham and
Anzoletta, his wife,
to

Eliza McConnell.

Mortgage \$1000.
Dated June 4" 1886.
Vol. 220, page 489.

Cancelled Mar. 24, 1890, signed, "Eliza McConnell."

No. 34.

Hamilton S. Graham
and wife,
to

Woendal Wackerly.

Mortgage \$400.
Dated Nov. 27" 1897.
Vol. 348, page 386.

Cancelled Feb. 4" 1899, signed, "John Scheetz,
Excr. of Wendolin Wackerly."

No. 35.

On Sept. 16" 1898 John Scheetz was appointed Exe-
cutor of Wendlin Wackerly and filed his final account Sept.
22" 1899.

Admr. Doc. "I", page 411.

No. 36.

Hamilton S. Graham and
Anzoletta, his wife,
to

The Canton Cemetery Association.

Mortgage \$600.
Dated Feb. 4" 1899.
Vol. 356, page 172.

Cancelled Feb. 1" 1902, signed, "Wm. Rank, Clerk
of The Canton Cemetery Asso."

No. 37.

Hamilton S. Graham and wife, Mortgage \$400.
to Dated Mar. 31" 1900.
Frank Young. Vol. 374, page 325.

Cancelled Feb. 4" 1902, signed, "Frank J. Young."

No. 38.

Hamilton S. Graham and wife, Mortgage \$2000.
to Dated Feb. " 1902.
Jacob Bergen. Vol. 388, page 398.

Cancelled Mar. 30" 1907, signed, "Jacob Bergen."

No. 39.

Edith Bonnett Marvin and Mortgage \$8960.20.
Sylvester S., her husband, Dated Mar. 28" 1907.
to Vol. 446, page 223.
Hamilton S. Graham.

Cancelled Mar. 30" 1912, signed, "Hamilton S. Graham."

No. 40.

William Edric Mason and Mortgage \$35,000.
Gertrude V., his wife, Dated Apr. 1" 1920.
to Rep. for rec. Apr. 1" 1920.
Edith B. Marvin. Vol. 611, page 579.
not cancelled.

Same description as in deed noted at #27, above.
Vol. 710, page 155.

Given to secure the payment of 10 certain promissory notes of even date herewith as follows:-

(over)

One note for	\$2500	due on or before	Oct. 1"	1920.
" "	" "	" " " "	Apr. 1"	1921.
" "	" "	" " " "	Oct. 1"	1921.
" "	" "	" " " "	Apr. 1"	1922.
" "	" "	" " " "	Oct. 1"	1922.
" "	" "	" " " "	Apr. 1"	1923.
" "	\$5000	" " " "	Oct. 1"	1923.
" "	" "	" " " "	Apr. 1"	1924.
" "	" "	" " " "	Oct. 1"	1924.
" "	" "	" " " "	Apr. 1"	1925, with inter-

est from Apr. 1" 1920 at the rate of 5" per annum, payable semi-annually.

The grantee covenants and agreed that she will release said mortgage so far as the same shall cover such tract as grantors may desire to deed to purchasers upon demand and payment being made to grant by grantors as follows: Said portion of said tract lying east of the Canton-Akron Road for which grantors may desire to make deeds to purchasers, grantee agrees to release from the operation of said mortgage upon the payment to grantee, cash in hand, of the sum of \$1500 per acre and \$10000 additional for the tract upon which the brick house is located.

Said portion of said tract lying west of the Canton-Akron Road shall be released from the operation of said mortgage as Grantors may desire to deed to purchasers upon the payment to Grantee, cash in hand, the sum of \$800 per acre.

Should smaller tracts than one acre be sold by Grantors Grantee agrees to release the smaller tracts upon the payment to her, cash in hand, at the rate of \$1500 per acre, it being the intention that such sums as may be paid by grantors to grantee for the release of grantee's mortgage upon the various tracts sold and transferred by grantors shall be credited upon the next maturing note of grantors, and that at the time such notes shall become due grantor shall be required to pay only such balance of notes and interest due upon all of said notes which may then be due and which shall not have been paid by the aggregate sums paid to grantee for the various releases of property covered by said mortgage as herein provided and should the aggregate amount of the sums so paid to grantee for the various releases of said mortgage exceed in amount the total sum of the principal of the next maturing note and the interest on all of the above described notes, then due, then such excess payments shall be credited upon the next maturing note.

H. S. Graham,
to
Richard Warburton.

Lease.
Dated July 28" 1884.
Rec. for rec. Jan. 15" 1886.
Lease Rec. 4, page 244.

Leases unto the second party the part of the south west quarter of Section #17, Township #11, Range #8, Stark County, Ohio, containing 70 acres of land from this date to April 1" 1897, for the privilege of mining coal.

On margin of record of above lease:

"It has been agreed between the parties to this lease that the time shall be extended to the 1" day of April, 1902, to be in force in all its parts without any charge except that the party of the second part shall furnish the first party the coal he may want for his own use at \$1.00 per ton without royalty.

"In Witness Whereof the parties have set their hands and seals this 3" day of Jan., 1890.

Henry Kolp, H. S. Graham (seal)
Joseph A. Pierson, Richard Warburton (seal)

THE STATE OF OHIO, STARK COUNTY, SS:-

"Before me the undersigned authority in and for said County personally appeared the above named H. S. Graham and Richard Warburton who acknowledged the signing of the foregoing instrument of writing to be their voluntary act and deed for the purposes therein named.

"Given under my hand and official seal and signature this 3" day of Jan., 1890.

Joseph Pierson, N.P.

Copied from original lease Mar. 15" 1890.

J.E. Dougherty, Recorder."

Edith B. Marvin and
Sylvester S., her husband,
to
William H. Bonnett.

Lease.
Dated Feb. 21" 1908.
Rec. for rec. July 20" 1920
Lease Rec. 12, page 502.

Leases unto William H. Bonnett a certain parcel of land in the Township of Plain, County of Stark and State of Ohio, with all the buildings thereon standing and the appurtenances to the same belonging, said premises being known as part of the west part of the south half of the south west quarter of Section #17, Township #11, Range #8, in said County and State, containing 58.91 acres, being the farm known as the Hamilton S. Graham farm, the same having been conveyed by deed dated March 30" 1907 by Hamilton S. Graham and Anzoletta Graham to Edith Bonnett Marvin, said deed being recorded in Deed Records of Stark County, Ohio Vol. 461, page 567-8 to which reference is made for a more particular description of said premises.

The said premises are to be held by said William H. Bonnett for the period of his natural life, but it is agreed that in no event shall the period of this lease and demise be for a shorter term than 5 years and in the event that said William H. Bonnett should die before the expiration of 5 years from the date of this lease, then it is agreed that said premises shall accrue to and become during the remainder of said 5 year period the property of Mrs. Louise E. Bates and Marguerite W. Bonnett, on the same terms and conditions as herein set forth." - - - - -

The right at any time to take possession of a building lot not to exceed 5 acres of the farm in any portion they desire it.

In the event of the death of said Mrs. Louise E. Bates or Marguerite W. Bonnett before the expiration of said time, the said property shall then accrue solely to the survivor in accordance with the terms hereof, for the remainder of said 5 year period which may remain after the death of Wm. H. Bonnett, but it is understood and agreed that said William H. Bonnett is to have the exclusive use, benefit and proceeds of said premises during the entire period of his natural life regardless of the length of time covered thereby.

It is agreed that neither said Wm. H. Bonnett nor said Mrs. Louise E. Bates or Marguerite W. Bonnett shall pay any rent for said premises during such period as the same may be occupied by them or either of them in accordance with the provisions of this contract, the sole consideration thereof being \$1.00 and love and affection, the said Edith B. Marvin being the daughter of said William H. Bonnett and the sister of said Mrs. Louise E. Bates and Marguerite W. Bonnett.

*See Vol. 430, page 375
for affidavit of death
of William H. Bonnett
in year 1910.
Donald A. Ekeley
Attorney at Law*

Plain Township Historical Society

It is further agreed that said lessors, Edith B. Marvin and Sylvester S. Marvin during the period of this lease shall keep said premises in repair and shall pay the taxes and insurance thereon.

At the expiration of this lease by the death of said Wm. H. Bonnett or by the expiration of said five year period as the case may be, the said premises are to be delivered up to the said lessors, free and clear of any right or claim of said Wm. H. Bonnett, Mrs. Louise E. Bates or Marguerite W. Bonnett under this lease.

No. 44.

NO MECHANIC'S LIENS.

No. 45.

TAXES due June, 1924, PAID.

No. 46.

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

No. 47.

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

- - - - -

We hereby certify that the foregoing ABSTRACT OF TITLE consisting of Forty-seven (47) Sections was collated by us from the Official Records of Stark County, Ohio, and that we believe the same is correct and shows every instrument of record affecting the title to premises described in the heading hereof, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

The Smith-Trump Abstract Co.

Canton, Ohio,
July 15, 1924.

By Clark A. Metzger
Manager

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

CONTINUATION to the foregoing ABSTRACT OF TITLE for Lots Nos. 67, 68, 69 and 70 in Maple Crest Allotment, Plain Township, Stark County, Ohio, showing the changes of record affecting the title to said premises since and including July 15, 1924.

No. 48

William Edric Mason,
aka William E. Mason, and wife,

to

The Canton Realty Co.

Warranty Deed - \$1.00
S. & A. July 18, 1924
Rec. for Rec. July 28, 1924
Volume 846 Page 290

Conveys the following described premises:

Situated in the Township of Plain, County of Stark and State of Ohio: Known as and being Lots Nos. 67, 68, 69 and 70 (and other lots) in Maple Crest Allotment, as the same are recorded in Plat Book 15, Page 74, Stark County Recorder's Office.

Subject to the building restrictions, building lines, and public utility reservations as marked on the Plat of said Addition as shown in the Abstract.

No. 49

The Canton Realty Co.,
an Ohio corporation,
By W. E. Mason, Pres.
By E. J. Schario, Sec'y. & Treas.

to

Louis A. Conine
Lois Estelle Conine

Warranty Deed - \$1.00
S. & A. November 13, 1925
Rec. for Rec. November 25, 1925
Volume 882 Page 36

Conveys Lot No. 67 in Maple Crest Allotment, Plain Township, Stark County, Ohio, subject to the same conditions and restrictions as set forth in Section No. 48 above.

No. 50

The Canton Realty Co.,
a corporation,
By W. E. Mason, Pres.
By E. J. Schario, Sec'y.

to

L. A. Conine
Lois Estelle Conine

Warranty Deed - \$1.00
S. & A. July 15, 1929
Rec. for Rec. August 5, 1929
Volume 1029 Page 433

Conveys Lots Nos. 68, 69 and 70 in Maple Crest Allotment, Plain Township, Stark County, Ohio.

Louis A. Conine and
Lois Estelle Conine,
husband and wife,

Warranty Deed - \$1.00
S. & A. February 10, 1940
Rec. for Rec. February 10, 1940
Volume 1254 Page 421

to

Simon Brunhart
Josephine Brunhart

Conveys Lots Nos. 67, 68, 69 and 70 in Maple Crest Allotment, Plain Township, Stark County, Ohio.

Estate of
Josephine Brunhart

1961 February 2 Application for letters filed. Simon Brunhart, Canton, Ohio, Admr.
" February 2 Bond filed and approved.
" February 2 Letters issued.
" February 28 Proof of publication filed.
" June 6 Inventory, Appraisement and Waiver filed. 6/10/61 Hearing had. Inventory and Appraisement approved and confirmed.
" June 6 Preliminary Notice to Department of Taxation filed.
" June 23 Application for Certificate of Transfer of realty filed. Hearing had. Realty ordered transferred. Certificate on Final Settlement filed. 8/28/61 Hearing had. Account approved.
" June 23 Petition to Determine Inheritance Tax filed.
" July 5 Hearing had. Estate found subject to tax. Amount of tax - \$41.29. Waivers and notice ordered.
" July 18 Waiver from Department of Taxation filed.
" August 3 Acknowledgement of receipt of \$40.05 inheritance tax from Auditor of State filed.
Costs paid.
Admr. Doc. 60, Page 151, Estate No. 66014

Application for Letters of Administration, filed by Simon Brunhart, recites that Josephine Brunhart, late of Plain Township, Stark County, Ohio, died on or about the 2nd day of November, 1960, leaving Simon Brunhart, her widower, of Canton, Ohio, and the following persons her known next of kin: none.

There is not to affiant's knowledge any Last Will and Testament of such intestate.

Josephine Brunhart,
deceased

to

Certificate for Transfer of
Real Estate
Dated June 23, 1961
Rec. for Rec. June 24, 1961
Volume 2793 Page 675

Simon Brunhart

Certificate recites the estate proceedings shown at Section No. 52 above and transfers to Simon Brunhart Lots Nos. 65, 66, 67, 68, 69, and 70 in Maple Crest Allotment, Plain Township, Stark County, Ohio, subject to the same conditions and restrictions as set forth in Section No. 48 above.

No. 54

Louis A. Conine and
Lois E. Conine,
husband and wife

to

Easement
S. & A. December 5, 1935
Rec. for Rec. January 30, 1936
Volume 1150 Page 205

Ohio Power Company

Grants an easement to the Ohio Power Company on, over and through Lots Nos. 67, 68, 69 and 70, Maple Crest Allotment, Plain Township, Stark County, Ohio, to construct, erect and maintain a line of poles for the purpose of furnishing electricity to said premises.

No. 55

Annexation Plat

to

Village of North Canton, Ohio

1960	February 2	Certification by Engineer that plat is true and correct.
1961	October 9	Proceedings approving and authorizing plat passed by Council of Village of North Canton, Ohio, as Ordinance No. 2167.
1961	November 14	Proceedings approving and authorizing the annexation of said plat passed by Stark County Commissioners.
1961	December 11	Entered for transfer.
1961	December 14	Received for Record. Plat Book 34, pages 192, 193, and 194.

Annexation plat includes all of Maple Crest Allotment, Plain Township, Stark County, Ohio.

Lots Nos. 65, 66, 67, 68, 69, and 70 in Maple Crest Allotment were assigned Nos. 3492, 3491, 3490, 3489, 3488, and 3487 respectively in the Village of North Canton, Ohio.

L. A. Conine and
Lois Estelle Conine,
husband and wife,

Mortgage - \$225.00
S. & A. July 15, 1929
Rec. for Rec. August 2, 1929
Volume 1015 Page 402
NOT CANCELLED

to

Canton Realty Company

Covers Lots Nos. 68, 69, and 70 in Maple Crest Allotment, Plain Township, Stark County, Ohio, and given to secure a note of \$225.00 of even date, due six months after date with interest at six per cent.

NOTE: I find no record of the refiling of the above mortgage under the provisions of R.C. 5301.30.

Simon Brunhart and
Josephine Brunhart,
husband and wife,

Mortgage - \$500.00
S. & A. February 10, 1940
Rec. for Rec. February 10, 1940
Volume 1263 Page 43
CANCELLED

to

Louis A. Conine
Lois Estelle Conine

There are no leases or mechanic's liens.

There are no old age pension liens.

There are no delinquent personal property tax liens, no federal tax liens, no recognizance liens, no unemployment compensation liens, no financing statements or security agreements.

There are no guardianship, lunacy, feeble-minded or epileptic proceedings or adjudications for anyone in the chain of title covered by this Continuation.

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

TAXES:

- Lot No. 3487 - December, 1968 installment of taxes, \$14.04, PAID.
- Lot No. 3488 - December, 1968 installment of taxes, \$107.93, PAID.
- Lot No. 3489 - December, 1968 installment of taxes, \$9.65, PAID.
- Lot No. 3490 - December, 1968 installment of taxes, \$9.65, PAID.

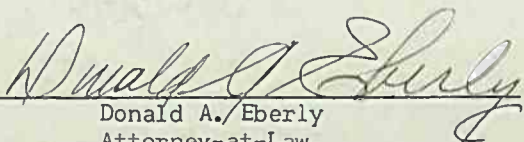
ASSESSMENTS:

There are no assessments shown on the Treasurer's tax duplicate.

* * * * *

I hereby certify that the foregoing Continuation to Abstract of Title, consisting of Sections Nos. 48 to 63 inclusive, is a correct and true abstract of all instruments and proceedings of record which affect the title to the premises described or referred to in the Heading hereof, as such instruments and proceedings appear from a careful examination of the public indexes in Stark County, Ohio; that all of such instruments are properly executed and acknowledged, except as otherwise shown; that the title search and the preparation of said Continuation are in accordance with the standards adopted by the Stark County Bar Association; and that the same covers the period since and including July 15, 1924.

Plain Township Historical Society



 Donald A. Eberly
 Attorney-at-Law

Dated at Canton, Ohio
 March 13, 1969
 8:30 A.M.

*Re-certified - no change
 March 24, 1969 - 8:30 P.M.
 Donald A. Eberly
 attorney at law*

SHORT-FORM CONTINUATION

No. 64.

Simon Brunhart, unmarried

Warranty Deed \$1.00 OVC
S. & A. March 24, 1969
Rec'd for Rec. March 25, 1969
Volume 3382, Page 563

to

Robert E. Moon
Nancy E. Moon

Conveys Lots Nos. 3487, 3488, 3489 and 3490 in the City of North Canton, Ohio.

Subject to the building restrictions, building lines and public utility reservations as marked on the plat of said addition.

No. 65.

Robert E. Moon and
Nancy E. Moon,
husband and wife

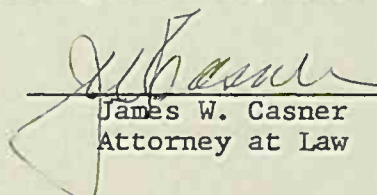
Mortgage Deed \$25,200.00
S. & A. March 24, 1969
Rec'd for Rec. March 25, 1969
Volume 3388, Page 179
NOT CANCELLED.

to

Citizens Savings Association

Covers the premises in question and other premises.

I hereby certify that the foregoing are the only matters which have been filed or left for record affecting the title to said premises, as shown by the general indexes in the several County offices in and for Stark County, Ohio, and that my search includes deeds, mortgages, leases, mechanic's liens, personal tax liens, federal tax liens, recognizance bond liens, Unemployment Compensation liens, Workmen's Compensation liens, Division of Aid for the Aged liens, financing statements, security agreements, judgments, pending suits, foreign executions, taxes, assessments, also estates and all matters in the Probate Court in and for Stark County, Ohio, since and including March 24, 1969.


James W. Casner
Attorney at Law

Dated at Canton, Ohio,
March 26, 1969, at
12:00 Noon.

Plaintiff's Attorney
being abstracted
covered by
released from this
for
plus index

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

CONTINUATION to ABSTRACT OF TITLE for City of North Canton Lots Nos. 3487, 3488, 3489 and 3490 (formerly Lots Nos. 67, 68, 69 and 70 in Maple Crest Allotment), and City of North Canton Lot No. 5118 (formerly a portion of the dedicated roadway known as and being Jonathan Avenue, the vacation proceedings for which are contained in Section 66 of this Continuation), Plain Township, Stark County, Ohio, said CONTINUATION showing all changes in TITLE thereto since and including March 26, 1969.

No. 66.

Vacation Plan of that portion of Jonathan Avenue lying adjacent to Lot No. 3487 Plat Book Volume 39, Page 2 Dated September, 1949 Rec. for Rec. Oct. 14, 1969

Said Plat was certified by J. Edward Juenemann, Jr., Registered Surveyor; approved and accepted by the Planning Commission of the City of North Canton on May 5, 1969 and duly acknowledged; received and recommended for acceptance by the North Canton Engineer on May 6, 1969; certified as vacated by Ordinance No. 2753 on August 25, 1969 and recorded in Volume 13 Page 109 Ordinance Records; approved and given Lot Number 5118 on October 6, 1969, and entered for transfer October 14, 1969.

Said Lot No. 5118 adjoins and is contiguous to Lot No. 3487 and is further identified as being a part of Tract "A" of the Cooper survey, a copy of which is included herein and made a part of this Continuation.

No. 67.

There have been no deeds recorded.

No. 68.

There have been no mortgages recorded. The mortgage described at Section 65 of the previous Continuation has not been cancelled.

No. 69.

No leases or mechanic's liens.

No personal tax, Federal tax, Division of Aid for the Aged, recognizance or Unemployment Compensation liens.

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

There is no record of adjudication by reason of lunacy, feeble-mindedness, epilepsy, or the appointment of a guardian for anyone appearing in the chain of title covered by the period of this Continuation.

No security interests.

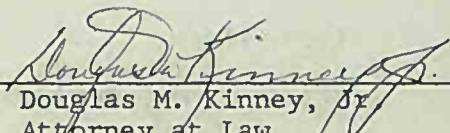
No land contracts.

TAXES: Taxes on Permanent Parcel No. 56-00569 (City of North Canton Lots Nos. 3487 and 5118) due and payable December, 1970, in the amount of \$24.69 have been paid.

ASSESSMENTS: None shown on Treasurer's Tax Duplicate.

I hereby certify that the foregoing Continuation to Abstract of Title, consisting of Sections Numbers 66 to 70 inclusive, is a correct and true abstract of all instruments and proceedings of record which affect the title to the premises described or referred to in the heading hereof, as such instruments and proceedings appear from a careful examination of the public indexes in Stark County, Ohio; that all of such instruments are properly executed and acknowledged, except as otherwise shown; that the title search and the preparation of said Continuation are in accordance with the standards adopted by the Stark County Bar Association, and that the same covers the period since and including March 26, 1969.

Plain Township Historical Society



Douglas M. Kinney, Jr.
Attorney at Law

Dated at Canton, Ohio,
May 21, 1971, at
8:30 A.M., D.S.T.

LEROY W. J. COOPER & ASSOCIATES

REG. CIVIL ENGINEER AND SURVEYORS

CANTON, OHIO 44708

October 22, 1969



PROPERTY DESCRIPTION
 TRACT "A"
ROBERT E. MOON

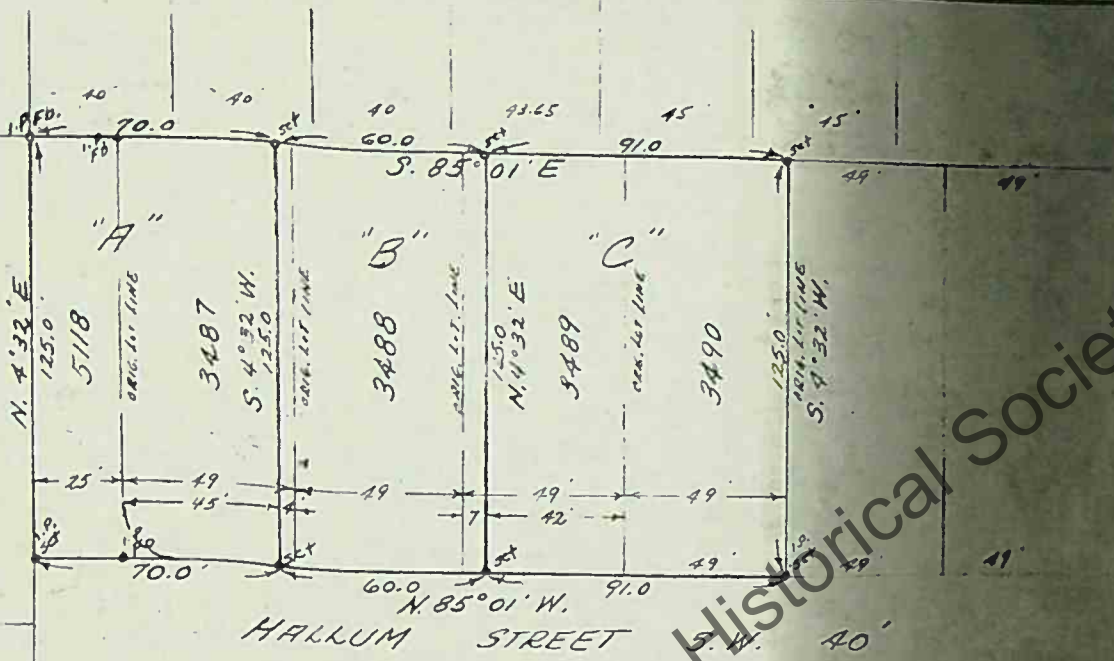
Known as and being Lot No. 5118 and 45.0 feet off the entire West side of Lot No. 3487 in the City of North Canton, Stark County, Ohio and further described as follows: Beginning for the same at the Northwest corner of Hallum Street S. W. and Jonathan Avenue; same being the Southwest corner of Lot No. 5118 and also being the true place of beginning for the tract of land herein to be described: thence $N4^{\circ}-32'E$ along the East line of Out Lot 150 a distance of 125.00 feet to an iron pin at the Northeast corner of said Out Lot 150; thence $S85^{\circ}-01'E$ with the North line of Lot No. 5118 and Lot 3487 and parallel to Hallum Street a distance of 70.00 feet to an iron pin; thence $34^{\circ}-32'W$ and parallel to the East line of Out Lot 150 a distance of 125.00 feet to an iron pin on the North line of Hallum Street; thence $N85^{\circ}-01'W$ with the North line of Hallum Street a distance of 70.00 feet to the true place of beginning.

Subject to any and all easements, restrictions, etc. that may be of record pertaining to the above described tract of land.

O.L. 150

O.L. 151

JONATHAN AVE.



Plain Township Historical Society

PLAT OF A SURVEY
 Lot's No. 5118, 3487, 3488, 3489 & 3490
 CITY OF NORTH CANTON, O.

PREPARED FOR
 ROBERT E. MOON



SURVEYED BY H.W. MEOLA FIELD BOOK _____
 DRAWN BY W.J.M. SCALE 1"=50'
 DATE 10-21-69 FILE NO. _____

LEROY W. J. COOPER & ASSOCIATES
 CIVIL ENGINEER AND SURVEYORS
 JAMES I. COOPER J. ED. JUENEMANN, JR. ROBERT A. BILLET

221 LINCOLN AVE., N.W.
 CANTON, OHIO 44708

MAIL 492-3303

SHORT FORM CONTINUATION

No. 71

Robert E. Moon and
Nancy E. Moon,
husband and wife

Warranty Deed - \$1.00
Dated - May 27, 1971
Rec'd - May 28, 1971
Volume 3520, Page 474

to

Charles E. King and
Ethel P. King

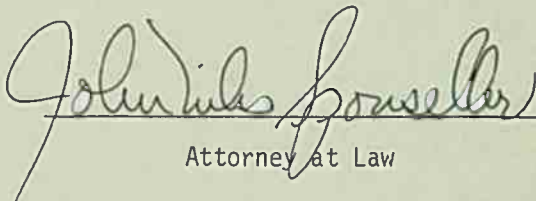
See attached copy for description.

No. 72

No Mortgages

* * * * *

I hereby certify that the foregoing instrument is the only instrument filed for record since and including the 21st day of May 1971, which would affect the title to the premises described herein as shown by the general indexes in the several county offices in and for Stark County Ohio.



Attorney at Law

Canton, Ohio

June 1, 1971

at 10:00 a.m. E.S.T.

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

CONTINUATION to ABSTRACT OF TITLE to the following described premises,
said CONTINUATION showing changes in TITLE thereto since and including June 1,
1971:

Situated in the City of North Canton, County of Stark, and
State of Ohio:

Known as and being Lot Number Five Thousand One Hundred Eighteen
(5118) and Forty-five (45) feet off the entire West side of Lot
Number Three Thousand Four Hundred Eighty-seven (3487) in the City
of North Canton, Stark County, Ohio, and further described as
follows: Beginning for the same at the Northwest corner of Hallum
Street, S. W. and Jonathan Avenue; same being the Southwest corner
of Lot No. 5118 and also being the true place of beginning for the
tract of land herein to be described; thence North 4 degrees 32
minutes East along the East line of Out Lot No. 150 a distance of
125.00 feet to an iron pin at the Northeast corner of said Out
Lot No. 150; thence South 85 degrees 01 minute East with the North
line of Lot No. 5118 and Lot No. 3487 and parallel to Hallum Street
a distance of 70.00 feet to an iron pin; thence South 4 degrees 32
minutes West and parallel to the East line of Out Lot No. 150 a
distance of 125.00 feet to an iron pin on the North line of Hallum
Street; thence North 85 degrees 01 minute West with the North line
of Hallum Street a distance of 70.00 feet to the true place of
beginning.

No. 73.

No Deeds to Lot No. 5118 and part of Lot No. 3487 in the
City of North Canton, Stark County, Ohio, and being more
fully described in the Heading of this Continuation to
Abstract of Title, from Charles E. King or Ethel P. King,
have been filed for record since and including June 1, 1971.

L I E N S

No. 74

Charles E. King and
Ethel P. King,
husband and wife

Mortgage Deed - \$16,000.00.
Dated & Ack'd. - June 4, 1971.
Rec'd. for Record - June 4, 1971.
Volume 3534, page 427.
NOT CANCELLED.

to

The Home Savings and Loan
Company

Covers the premises described in the heading of this Continuation to
Abstract of Title, subject to an easement in favor of the Ohio Power Company
recorded in Volume 1150, page 205 of the Stark County Deed Records and to the
conditions, restrictions, and reservations contained and set forth on the plat
of Maple Crest Allotment, recorded in Plat Book Volume 15, page 74 of the Stark
County Plat Records, to which easement and plat reference is made.

Plain Township Historical Society

*Cancelled or Rescinded
10/19/71
Ergay*

No. 74 (Cont'd).

The above mortgage deed was given to secure a promissory note of even date in the principal sum of \$16,000.00 bearing interest at the rate of 7½% per annum. Said principal and interest are made payable in full in 18 months from date of said note.

No. 75.

No Financing Statements have been filed for record affecting said premises or fixtures thereto since and including June 1, 1971.

No. 76.

No Leases nor Mechanics Liens.

No. 77.

No Personal Property Tax Liens, Federal Tax Liens, Recognizance Bonds Liens, nor Unemployment Compensation Liens.

No. 78.

No Pending Suits, Judgments, nor Foreign Executions which are living liens on said premises.

No. 79.

PERMANENT PARCEL NO. 56-00569. (Premises abstracted are listed together on Tax Duplicate.

Taxes due and payable December, 1970, are paid. Amount paid, \$24.69.


No assessments listed upon the Tax Duplicate.

No. 80.

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

-----o0o-----

I hereby certify that the foregoing CONTINUATION, consisting of Sections Numbers Seventy-three (73) to Eighty (80) inclusive, was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the TITLE to Lot Number Five Thousand One Hundred Eighteen (5118) and part of Lot Number Three Thousand Four Hundred Eighty-seven (3487) in the City of North Canton, Stark County, Ohio and being more fully described in the heading of this Continuation to Abstract of Title, since and including June 1, 1971, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.


ARTHUR A. SAYRE
ATTORNEY AT LAW

Dated at Canton, Ohio,
June 5, 1971,
at 8'clock A. M.

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

No. 81

No deeds of conveyance.

L I E N S

No. 82

No Mortgages.

No. 83

No Leases, Mechanic's Liens or Security Interests.

No. 84

TAXES: King, Charles E. and Ethel P. Lot #5118 WH & #3487 WH
Land Value - \$980 Building Value - \$150
Due June, 1971 in the sum of \$24.69 have been paid.
Parcel #56-00569

No. 85

No Special Assessments listed on the Tax Duplicate.

No. 86

No Federal Tax, Delinquent Personal Tax, Recognizance
Bond or Unemployment Compensation Liens.

No. 87

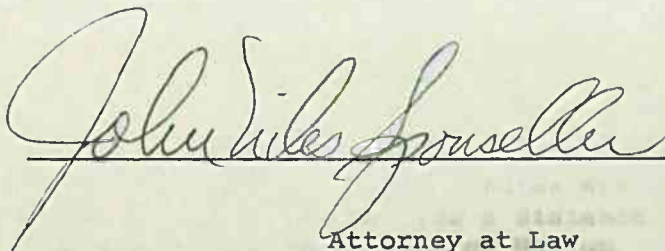
No Guardianship or other proceedings in the Probate Cou
of Stark County, Ohio.

No Judgments, Foreign Executions or Pending Suits which are living liens on said premises.

* * * * *

I hereby certify that the foregoing CONTINUATION, consisting of Sections Nos. 81 to 88, 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 filed for record since and including the 5th day of June, 1971, which would affect the title to the premises described herein, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Plain Township Historical Society



Attorney at Law

Canton, Ohio

October 22, 1971

at 9:00 o'clock A.M.

CONTINUATION to the foregoing ABSTRACT OF TITLE
to Lot Number 5118 and part of Lot Number 3487 in the City of
North Canton, Stark County, Ohio said CONTINUATION showing changes
in TITLE thereto since and including October 22, 1971 said
premises being fully described as follows:

Situated in the City of North Canton, County of Stark,
and State of Ohio:

Known as and being Lot Number Five Thousand One Hundred
Eighteen (5118) and Forty-five (45) feet off the entire
West side of Lot Number Three Thousand Four Hundred
Eighty-seven (3487) in the City of North Canton, Stark
County, Ohio, and further described as follows: Beginning
for the same at the Northwest corner of Hallum Street S.W.,
and Jonathan Avenue; same being the Southwest corner
of Lot No. 5118 and also being the true place of beginning
for the tract of land herein to be described; thence North
4 degrees 32 minutes East along the East line of Out Lot No.
150 a distance of 125.00 feet to an iron pin at the Northeast
corner of said Out Lot No. 150; thence South 85 degrees 01
minute East with the North line of Lot No. 5118 and Lot
No. 3487 and parallel to Hallum Street a distance of 70.00
feet to an iron pin; thence South 4 degrees 32 minutes West
and parallel to the East line of Out Lot No. 150 a distance
of 125.00 feet to an iron pin on the North line of Hallum
Street; thence North 85 degrees 01 minute West with the
North line of Hallum Street a distance of 70.00 feet to the
true place of beginning.

Taxes due and payable June 1971 have been paid.
No. 89

Charles E. King and
Ethel P. King
husband and wife

Warranty Deed
Signed & Ack'd Nov. 8, 1971
Rec'd for Record Nov. 8, 1971
Vol. 3555, Page 506

to

Harold G. Oswald and
Betty Jean Oswald

Conveys the premises described in the Heading of this
Continuation.

Harold G. Oswald and
Betty Jean Oswald
husband and wife

Mortgage \$25,400.00
Signed & Ack'd Nov. 8, 1971
Rec'd for Record Nov.8,1971
Vol. 3576, Page 8
NOT CANCELLED

to

First Federal Savings
and Loan Association of
Canton

Conveys the premises herein abstracted to secure a promissory note in the principal amount of \$25,400.00 with interest at 7½% per annum, payable in monthly installments of not less than \$188.00 each.

No. 91

No other mortgages, land contracts, leases, mechanic's liens, Division of Aid for Aged Liens, nor Security Interests.

No. 92

No Personal Property Tax Liens, Federal Tax Liens, Recognizance Bonds Liens, Unemployment Compensation Liens, nor Workmen's Compensation Liens.

No. 93

No Pending Suits, Judgments, nor Foreign Executions which are living liens on said premises.

No. 94

No feeble-mindedness or lunacy found of record.

No. 95

Taxes due and payable June, 1971 have been paid.

No assessments shown on Tax Duplicate.

No search has been made for assessments except as noted upon the Tax Duplicate.

* * * * *

I hereby certify that the foregoing Continuation to Abstract of Title, consisting of Sections Numbers 89 to 95 inclusive, is a correct and true abstract of all instruments and proceedings of record which affect the title to the premises described or referred to in the Heading hereof, as such instruments and proceedings appear from a careful examination of the public indexes in Stark County, Ohio; that all of such instruments are properly executed and acknowledged, except as otherwise shown; that the title search and the preparation of said Continuation are in accordance with the standards adopted by the Stark County Bar Association; and that the same covers the period since and including October 22, 1971.

Dated at Canton, Ohio
November 17, 1971, at
8:30 A.M.

John W. Ergazos
John W. Ergazos, Abstracter

Plain Township Historical Society