

Abstract

-(of)-

The Title

LOT NO. 42 IN ORCHARD ACRES
PLOTMENT, PLAIN TOWNSHIP,
STARK COUNTY, OHIO.

Plain Township Historical Society

RETURN TO
THE HOME
SAVINGS AND LOAN COMPANY
NO. 10733
NAME MACKALL

STARK COUNTY ABSTRACT COMPANY
ARTHUR L. NEBEL - CARL SHIFMAN
ATTORNEYS
First National Bank Building

#5135.
#14307

ABSTRACT OF TITLE,

Covering Lot Number 42 as the same is numbered on the Plat of the "Orchard Acres Allotment" in the North East Quarter of Section Number 19, Township Number 11 (Plain) Stark County, Ohio, which Plat is Recorded in Vol. 14, Pages 110 and 111 of the Plat Records of said County.

Lot #42 fronts 120 feet on the East side of Elberta Avenue and runs Eastwardly, the same width, 470 feet to Stayman Avenue.

No. 2

All Deeds, Mortgages and other instruments of writing set forth in the following Sections are properly executed unless otherwise noted therein, and all cancellations of Mortgages and other instruments are regular unless otherwise noted.

When the husband or wife joins in the granting clause, the name will appear as at Section #4, but when dower only is released it will appear as "husband" or "wife" only.

No. 3.

The United States by
James Madison, Pres.,
to
Philip Hammon.

Patent
Dated June 8" 1812.
Rec. for rec. Feb. 19" 1816.
Vol. "C", Page 334.

North east quarter of Section #19, Township #11,
Range #8, Stark County, Ohio.

No. 4.

Phillip Hammon and
Peggy, his wife,
to
David Shook.

Warranty Deed \$720.
Dated Feb. 19" 1817.
Rec. for rec. Feb. 19" 1817.
Vol. "C", Page 335.

Conveys the north east quarter of Section #19,
Township #11, Range #8, beginning at the north east corner
of said Section #19; thence west 13 chains 75 links to a
post on the north line of said Section; thence south in
said quarter section 21 chains 82 links to a post; thence
east 13 chains 75 links to the east line of quarter section;
thence north with the last mentioned line 21 chains 82 links
to the place of beginning, containing 30 acres of land be
the same more or less.

No. 5

David Shook,
to
John W. Smith.

Warranty Deed \$1380.
Dated Apr. 3" 1866.
Rec. for rec. Apr. 4" 1866.
Vol. 92, page 375.

Conveys the following described real estate sit-
uate in Stark County, Ohio, to-wit: Part of the east 1/2
of the North east quarter of Section #19, Township #11,
(Plain) of Range #8, bounded as follows: Beginning at a
point in the east line of said quarter section 45 perches
18 links south of the north east corner thereof in the cen-
ter of the Massillon Road; thence with said east line 41
perches 14 links; thence west 55 perches; thence north 41
perches 14 links to the center of the road; thence there-
with east 55 perches to the place of beginning, containing
14.3 acres.

NOTE: Deed does not recite that Grantor was unmarried.
But see proceeding to clear title set forth in
Sec. 35 hereof, in which the unknown wife or
widow of David Shook was made a party.

Philip Hommon's Will

1838 Jan. 4" Dated.
1839 Apr. 16" Probated.
Will Rec. "B", Page 194.

ITEM 2: I give, devise and bequeath to my beloved wife Mary Hommon her maintainance out of my estate as long as she lives or remains my widow in lieu of her dower which she has bound herself with security not to claim in a bond of \$2000.

ITEMS 3-4-5-6-7-8 Testator bequeaths sums of money to his children Catharine Laughbaugh, Elizabeth Pena, Margaret Hans, Susanna Bear, Mary Hammon and Jacob Hammon.

ITEM 9: It is my wis that as soon as my son and daughters have drawn the sum of \$616 with what they have already drawn so as to bring them equal that the balance of my property to be sold and eaqually divided among my heirs.

Appoints Henry Swartz as Executor.

Revoking and annulling all former wills and confirming this to be his last will and testament.

NOTE: For correction of discrepancies caused by the differences in the names "Hammon", "Hommon", and "Homman", etc appearing in preceding and following Sections, see proceedings set forth in Section 35 hereof.

No. 7.

There is no application in the estate of Philip Homman setting out the names or number of heirs on record in Stark County Probate Office.

No. 8.

Philip Homman's Estate.

1839 Apr. 16" Letters testamentary granted to Henry Schwartz. Bond filed & letters issued.
1839 July 9" Appraisement, sale list, etc., filed.
1842 Apr. 29" Final account filed.
Admr. Doc. "B", Page 36.

No. 9.

On May 20" 1821 Elizabeth Hommon was married to
Jacob Bentz.

Marriage Rec. "A", Page 54.

No. 10.

Jacob Bentz and
Elizabeth, his wife,
to
Henry Everhard.

Quit Claim Deed \$500.
Dated May 4" 1839.
Rec. for rec. June 11" 1840.
Vol. "X", Page 56.

Conveys the following described premises being the north east quarter of Section #19, Township #11, Range #8, Stark County, Ohio, except 30 acres heretofore sold to David Shock in the north east corner of said quarter and 10 acres heretofore sold to Jacob Hammon in the south west corner of said quarter, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

NOTE: Wife signed by mark. Elizabeth Bentz is probably Elizabeth Pena mentioned in Sec. No. 6. See Sec. 35 for proceeding clearing title as to Elizabeth Pena, her unknown heirs, etc.

No. 11.

On Mar. 12" 1839 Philip Hammon & wife conveyed to Jacob Hammon the following premises being a part of the north east quarter of Section #19, Township #11, Range #8 and bounded as follows: Beginning for the same at the south west corner of said quarter; thence north 20 rods to a post; thence east 80 rods to a post; thence south 20 rods to a post; thence west along the line of said quarter to the place of beginning, containing 10 acres.

Vol. 30, page 452.

No. 12.

Henry Laubaugh and
Catherine, his wife,
to
Henry Everhard.

Quit Claim Deed \$500.
Dated June 8" 1840.
Rec. for rec. June 11" 1840.
Vol. "X", page 54.

Conveys same premises described in Section No. 10
herein.

NOTE: Wife signed by mark. Catherine Laubaugh is undoubtedly Catherine Laughbaugh mentioned in Sec. No. 6. See Sec. 35 for proceeding clearing title as to Catharine Laughbaugh, her unknown heirs, etc.

No. 13.

George Barr and
Susan, his wife,
to
Henry Everhard.

Quit Claim Deed \$500.
Dated Feb. 17" 1840.
Rec. for rec. June 11" 1840.
Vol. "X", page 55.

Conveys same premises described in Section No. 10.
NOTE: Susan Barr is undoubtedly Susanna Bear mentioned in Sec. No. 6. See Sec. 35 for proceeding to clear title as to Susanna Bear, her unknown heirs, etc.

No. 14.

George House and
Margaret, his wife,
to
Henry Everhard.

Quit Claim Deed \$500.
Dated July 15" 1839.
Rec. for rec. June 11" 1840.
Vol. "X", page 57.

Conveys same premises described in Section #10.
NOTE: Margaret House is undoubtedly Margaret Hans mentioned in Sec. No. 6. See Sec. 35 for proceeding clearing title as to Margaret Hans, her unknown heirs, etc.

No. 15.

Jacob Hammon and
Ester, his wife,
to
Henry Everhard.

Quit Claim Deed \$500.
Dated Feb. 8" 1840.
Rec. for rec. June 11" 1840.
Vol. "X", page 58.

NOTE: Conveys same premises described at #10 above.
Wife signed by mark.

No. 16.

We can find no record of the marriage of Mary Hammon
to Jacob Gier on record in Stark County Probate Office.

No. 17.

Jacob Gier and
Mary, his wife,
to
Henry Everhard.

Quit Claim Deed \$500.
Dated Aug. 17" 1840.
Rec. for rec. Aug. 17" 1840.
Vol. "X", page 167.

NOTE: Conveys same premises described at #10 above.
Wife signed by mark. Mary Gier is doubtless Mary
Hammon mentioned in Sec. No. 6. See Sec. 35 for pro-
ceeding clearing title as to Mary Hammon, her heirs,
etc.

No. 18.

Henry Everhard's Estate.

1849 Feb. 10" Philip Everhard,
Admr.
1849 Feb. 14" Bond filed, let-
ters issued.
1849 May 10" Inventory and
sales list filed.
1851 Mar. 27" Final account
filed.
Admr. Doc. "B", page 296

Plain Township Historical Society

AFFIDAVIT OF IRA EVERHARD.
 FILED FOR RECORD MARCH 25, 1924.
 RECORDED VOL. 815 PAGE 421 DEED RECORDS.

Ira Everhard, being first duly sworn, says that he is 62 years of age; that he has lived in Canton and the vicinity thereof practically all of his entire life; that he is a grandson of the Henry Everhard, the record of whose estate is found in the Admr. Doc. "B", page 296 in the Stark County, Ohio, Probate Office; that he is familiar with and has knowledge of, and knows who were the heirs at law of the said Henry Everhard; that the said Henry Everhard is one and the same person as John Henry Everhard, which was his full and true name; that the said Henry Everhard died on the 29th day of December, 1848, leaving the following named persons his sole and only surviving heirs at law and next of kin: John Everhard, Susan also known as Susanna Everhard, Henry Everhard, Mary Everhard, Phillip Everhard, Lydia Ruthrauff, Rachel Melsheimer and John Stough Everhard.

That the foregoing named persons were all children of the said Henry Everhard, except John Stough Everhard, who was a son of Jacob Everhard, who died Nov. 17th 1829 leaving as his only child and sole heir at law the said John Stough Everhard.

Affiant further says that the John S. Everhard the Grantee in a certain deed dated Sept. 6th 1849 and recorded in Vol. 44, page 256 of the Stark County Records is one and the same person as the John Stough Everhard a grantee in a certain deed under date of Sept. 3rd 1849 and recorded in Vol. 44, page 170 of the Deed Records of said Stark County, Ohio; that the grantors and grantees named in said two last mentioned deeds were the sole and only heirs at law of the said John Henry Everhard, whose estate under the name of Henry Everhard was administered in the Probate Court of Stark County, Ohio, as shown by Admr. Doc. "B", page 296.

Affiant further says that during the year of 1852 to the best of his information and belief the said John Stough Everhard was an unmarried person and that on September 3, 1849 Susan, also known as Susanna Everhard and Mary Everhard were unmarried.

And further Affiant sayeth not.

Sworn to and subscribed to before me this 11th day of May, 1923.

Notary Public, Stark County,
Ohio.

John Everhard & wife,
to

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

Quit Claim Deed.

Dated Sept. 3" 1849.

Rec. for rec. Sept. 5" 1849.

Vol. 44, page 170.

Conveys same property described in Section #10.

Henry Everhard and
 Rebecca, his wife,
 Philip Everhard and
 Nancy, his wife,
 Susanna Everhard,
 Mary Everhard,
 Henry Ruthrauff and
 Lydia, his wife,
 Edwin Melsheimer and
 Rachael, his wife,
 to
 John S. Everhard.

Quit Claim Deed \$3000.
 Dated Sept. 6" 1849.
 Rec. for rec. Oct. 11" 1849.
 Vol. 44, Page 256.

Conveys same premises described above in section
 #10 hereof.

NOTE: Deed does not recite that Susanna Everhard and Mary
 Everhard were unmarried. But see affidavit in sec-
 tion No. 19, showing that they were unmarried.

No. 22.

John S. Everhard,
 to
 John Smith,

Warranty Deed \$2993.75.
 Dated Apr. 15" 1852.
 Rec. for rec. May 14" 1852.
 Vol. 51, page 106.

Conveys the following real estate situate in Stark
 County, Ohio, being a part of the north east quarter of sec-
 tion #19, Township #11, Range #8 and is bounded as follows:
 Beginning at the south east corner of said quarter; thence
 west along the quarter line to the south east corner of a 10
 acre lot, taken from said quarter; thence north along the
 east line of said 10 acres to the north east corner of the
 same 10 acres; then west along the north line of said 10 acres
 to the west line of said quarter; thence north along said
 quarter to the south west corner of David Casler's lands;
 thence east along Casler's south line to the west line of
 David Shook's lands; thence south along Shook's lands to the
 south west corner of Shook's land; thence east along Shook's
 south line to the east line of said quarter; thence south
 along said quarter line to beginning, the same containing 18
 acres and 130 perches more or less.

NOTE: Deed does not recite that Grantor was unmarried.
 There is an error in the amount of acreage as in
 mortgage Vol. 52, page 109 from John Smith to John S. Everhard
 the amount of acres are given as 89 acres and 130 perches
 more or less.

NOTE: See Section 35 following for proceeding re-
 forming above deed so as to make the acreage
 conveyed 89 acres and 130 perches.

See section #19 for affidavit showing John S.
 Everhard was unmarried and that he is one and ~~the~~ same person
 as John Stough Everhard, Grantee in deed noted in Section #20.

Agreement between
Anthony Switzer,
John W. Smith &
James McDowell.

Signed May 28th 1866.
Recorded May 31st 1866.
Vol. 92, page 538.

NOTE: Two witnesses but no acknowledgment.

Articles of an agreement entered into and concluded this 28th day of May, 1866, by and between John W. Smith, James McDowell and Anthony Switzer all of Plain Township, Stark County, Ohio, witnesseth as follows:

The said John W. Smith and James McDowell for their own and for the particular use and accomodation of the said Anthony Switzer agree to and hereby do grant to the said Anthony Switzer the privilege of constructing and repairing a road from the north line of his farm on or along the north and south division line of Section 19, Plain Township, Stark County, Ohio, from the center of said section to the Massillon Road, about 100 perches in length; said road to be 14 feet wide in the clear. That is to say 7 feet on each side of the line--lands of the said McDowell lying on the west line of said line and lands of said Smith on the east side of said division line.

The said Switzer or any other person claiming under or after him shall keep the road in repair at his own expense and is to keep a gate at the end at the Massillon Road in good repair, opening and shutting or closing the same every time when passing through the same.

And in consideration for said privilege the said Smith and McDowell each are to have the same use and privilege of using the said road as the said Switzer or any person claiming under him, and the said Switzer is also to give in return to the said Smith 20 rods in length and 2 rods in width at the east end of a 10 acre tract or lot of ground owned by the said Switzer out of the same quarter section as the lands of said Smith; to be set of or measured by themselves for his own use so long as the said road shall be needed or required by the said Switzer or other person or persons claiming after him, for in and egress to and from his farm as hereinafter mentioned.

And further agreed by the said parties that said privilege and establishment of said road shall be and continue so long as the same shall be necessary for the convenience of said Switzer or any other person or persons claiming under him.

And whereas in course of time from any cause whatever said road becomes useless and unnecessary, then and in such case, it is agreed by the parties that the ground covered by said road shall revert and fall back to the respective parties as before the establishment thereof.

In confirmation of the above and foregoing the parties hereunto subscribe their names.

In Presence of
Jacob Switzer,
George Holts.

John W. Smith
James McDowell.
Anthony Switzer.

NOTE: The road described in the foregoing agreement is now in Salway Avenue and part thereof, as the same is shown on the Plat of Orchard Acres Allotment set forth in Section 37 hereof. See section 26 showing John W. Smith and John Smith of Section 22 are same person.

Tract 2 rods by 20 rods now part lot #53 Orchard Acres Allotment and right-of-way described is part of Salway Avenue in said Allotment.

No. 34.

John W. Smith's Estate	1899 Oct. 18"	Application filed. Rebecca E. Smith, Admr. Bond filed & Letters issued.
	1899 Oct. 27"	Inventory & appraisement filed.
	1899 Nov. 11"	Proof of publication filed.
	1899 Nov. 22"	Sale bill filed.
	1901 Mar. 20"	First partial account filed.
	1902 Mar. 1"	Second partial distributive account filed.
	1904 Mar. 1"	Final & distributive account filed.
	Admr. Doc. "I",	page 547.

Application for appointment of administrator shows that John W. Smith died October 5, 1899, a widower, and leaving as his sole heirs the persons who are hereafter in Section #27 named as Plaintiff and Defendants and Matilda Smith.

Matilda Smith's	1900 Jan. 27	App. filed.
Estate.	" "	" Jacob J. & Rebecca E. Smith Admrs.
	" "	" Bond filed & Appvd.
	" "	" Letters issued.
	" Feb. 19	Proof of pub. filed.
	" Apr. 25	Inventory filed.
	1902 Apr. 5	Final dist. account filed.
	Admr. Doc. "I"	-- 590.

Application shows that Matilda Smith died intestate Jan. 16, 1900 leaving no husband and leaving as her sole heirs the persons hereinafter in section #27 named as Plaintiff and Defendants.

No. 26.

STATE OF OHIO)
 (SS: AFFIDAVIT OF REBECCA SMITH.
 STARK COUNTY

Rebecca Smith being first duly sworn according to law says that she is a daughter of John W. Smith a record of whose estate is found in Admr. Doc. "I", page 547 in the Stark County, Ohio, Probate Office; that the said John W. Smith which was his full and true name is one and the same person as John Smith, the Grantee in a certain Warranty Deed dated Apr. 15" 1852 and found recorded in Vol. 51, page 106 in the Stark County Deed Records.

This affiant further says that the said John W. Smith at the time of his death was a widower his wife having died prior to his decease; that the following named persons were the sole and only heirs at law of the said John W. Smith; Lovenia Weidler, Jacob J. Smith, Rebecca Smith, Amanda Shull, Sarah Allerton, William Hower, Samuel Hower, George Hower, Robert Hower, Solomon Hower, Charles Hower, Homer Hower, Roma Murphy and Matilda Smith.

That the said Matilda Smith died three months after the death of the said John W. Smith leaving no children surviving her, she having never married and leaving the persons herein named as her sole and only heirs at law and further Affiant saith not.

Rebecca E. Smith.

Sworn to and subscribed to before me this 17" day of May, 1923.

Price Janson
 Notary Public-Stark County-Ohio.
 (seal)

Original affidavit in possession of The Smith Trump Abstract Company.

Levenia Weidler,
 -vs-
 Jacob J. Smith,
 Rebecca Smith,
 Amanda Shull,
 Sarah Allerton,
 William Hower,
 Samuel Hower,
 George Hower,
 Robert Hower,
 Solomon Hower,
 Charles Hower,
 Homer Hower, &
 Roma Murphy.

PETITION IN PARTITION
 1902 July 16" Petition & praecipe
 filed. Summons issued:
 All parties served ex-
 cept those who waived
 service of summons.
 1902 Aug. 15" Answer of W. Hower
 filed. Answer of Sam
 Hower filed.
 1902 Aug. 18" Waiver of Amanda Shull
 filed.
 " " " Waiver of Sarah Aller-
 ton filed.
 " " " Waiver of Roma Murphy
 filed.
 " " " Waiver of Robert Hower,
 Solomon Hower & Charles
 Hower filed.
 1902 Sept. 15" Answer of Solomon &
 Charles Hower filed.
 " " 16" Partition ordered.
 " " 17" Writ of partition issu-
 ed.
 " " " Writ of partition re-
 turned tract north of
 east and west road ap-
 praised at \$2880.00.
 Tract south of east &
 west road appraised at
 \$10,920.
 1902 Sept. 24" Order of sale issued.
 2" tract sold to Jacob
 J. Smith for \$9525.
 1902 Oct. 28" Order of sale returned.
 Premises sold to Jacob
 J. Smith.
 1902 Sept. 28" Sale confirmed & deed
 ordered.
 App. Doc. 77, page 15315.
 Rec. Vol. 162, page 218.

PETITION RECEIVED. That the plaintiff and the defendants are
 all the heirs at law of John W. Smith,
 dec'd., and that the plaintiff is entitled to undivided 1/6
 part of the following described real estate, situated in the
 County of Stark and State of Ohio and Township of Plain, des-
 cribed as follows: Being the north east quarter of Section
 #19, Township #11, Range #8, except 10 acres out of the south
 west corner thereof owned by Martin Halter and 30 acres out
 of the north west corner thereof owned by Peter Frederick;
 said 30 acres lies north of the public highway, running east
 and west through said quarter section, leaving the balance of
 said quarter section as the property of this plaintiff and
 these defendants and containing 120 acres more or less. That
 said defendants are tenants in common with the plaintiff in

the above described real estate, all as heirs at law of the deceased John W. Smith. 1/6 of said premises belongs to Jacob J. Smith, who is the son of the deceased John W. Smith. 1/6 belongs to Rebecca Smith who is the daughter of the deceased John W. Smith. 1/6 of said premises belongs to Amanda Shull who is the daughter of the deceased John W. Smith. 1/6 belongs to Sarah Allerton who is the daughter of the deceased John W. Smith. 1/48 belongs to Wm. Hower who is the son of Elizabeth Hower who was the daughter of the deceased John W. Smith. 1/48 belongs to Samuel Hower. 1/48 to Geo. Hower.

1/48 to Robert Hower,

" " Solomon Hower,

" " Charles Hower,

" " Homer Hower,

" " Roma Murphy, children of Elizabeth Hower, who was the daughter of the deceased John W. Smith. That said decedent John W. Smith died about Oct., 1899; that Rebecca Smith was appointed and qualified as the Administratrix of his said estate, and as such administratrix settled up said estate and paid all the debts. Plaintiff prays for partition of the premises.

Summons returned. State of Ohio, Stark County, SS: Received this writ July 16" 1902 at 9:00 o'clock and pursuant to its command on the 21" day of July, A.D., 1902, I served the within named William Hower by delivering to him personally a true and certified copy of this writ with all endorsements thereon; and also on the same day, I served the within named Samuel Hower by leaving at his usual place of residence a true and certified copy of this writ with all endorsements thereon; he being absent. On the 23" day of July, 1902, I served the within named Rebecca Smith and Jacob J. Smith by delivering to each of them personally a true and certified copy of this writ with all endorsements thereon; and also on the 24" day of July, A.D., 1902, I served the within named George Hower and Homer Hower by delivering to each of them personally a true and certified copy of this writ with all endorsements thereon.

Frank McKinney, Sheriff.

(o v e r)

The separate answers of William Hower, Samuel Hower, Solomon Hower and Charles Hower admit they they are tenants in common with the plaintiff as set forth in plaintiff's petition and ask that that their respective interests in said premises be apportioned as prayed for in the petition.

Commissioners ordered to divide said premises said same could not be divided without injury and appraised same at \$10,920. Said premises were sold to Jacob Smith for \$9525, which sale was approved and confirmed by Court and Sheriff ordered to make a deed for premises so sold.

No. 28.

Frank McKinney, Sheriff
of Stark County, Ohio,
to
Jacob J. Smith.

Sheriff's Deed \$9525.
Dated Oct. 30" 1902.
Rec. for rec. Oct. 31" 1902.
Vol. 413, page 138.

Conveys the following real estate situate in Stark County, Ohio, and being a part of the north east quarter of Section #19, Township #11, Range #8, being that part of said quarter section lying south of the public highway, which extends east and west through said quarter section except 10 acres out of the south west corner of said quarter section belonging to Martin Halter containing 105 acres.

NOTE: Recites the proceedings noted above.

No. 29.

Jacob J. Smith and
Mary C., his wife,
to
John C. Mayer.

Warranty Deed.
Dated Apr. 1" 1904.
Rec. for rec. Apr. 15" 1904.
Vol. 421, page 417.

Conveys same premises described at #28 above.

John C. Mayer and
Katie S., his wife,
to
Lewis L. Smith.

Warranty Deed
Dated Oct. 1" 1907.
Rec. for rec. Oct. 23" 1907.
Vol. 462, page 599.

Conveys the following described premises situate in the Township of Plain, Stark County, Ohio, and being part of the north east quarter of Section #19, Township #11, Range #8, bounded and described as follows, to-wit: Beginning at a point in the east line of said quarter Section 45 perches and 18 links south of the north east corner of said quarter section being also the middle of the public highway which extends east and west through said quarter section and the true place of beginning of the premises hereby conveyed; thence south with said east line of said quarter section 112 rods and 57 links more or less to the south east corner of said quarter; thence west with the south line of said quarter 80 rods more or less to the south east corner of a 10 acre tract conveyed by deed to Martin Halter and recorded in Vol. 174, page 352 of the Stark County Deed Records to which reference is hereby made; thence north with the west line of said 10 acre tract 20 rods to the north east corner thereof; thence west with the north line of said 10 acre tract 80 rods to the north west corner thereof and the west line of said quarter section; thence north with the west line of said quarter section 92 rods 57 links more or less to the center of said public highway; thence east with the center of said public highway 160 rods more or less to the place of beginning and containing 105 acres of land more or less.

NOTE: The 10 acre tract referred to is same premises as described in Section #11 herein. The course above given "Thence north with the west line of said 10 acre tract 20 rods," is erroneous and should have been "Thence north with the east line etc. For reformation of deed and curing of defect see Section #6 hereof.

No. 31.

John C. Mayer and
Katie S., his wife,
to
Lewis S. Smith.

Warranty Deed
Dated Oct. 1" 1907.
Rec. for re-rec. July 28" 1908.
Vol. 475, page 140.

Conveys same premises described above.

NOTE: This deed is recorded to show correction of name of Grantee. Deed reads free and clear from all incumbrances whatsoever excepting balance of \$5227.50 on mortgage, Mayer to Smith, see Vol. 406, page 293, Stark County Mortgage Records.

Lewis S. Smith and
Sarah, his wife,
to
William Froelich and
Elizabeth Froelich.

Warranty Deed.
Dated Apr. 1" 1912.
Rec. for rec. Apr. 2" 1912.
Vol. 533, page 122.

Conveys the following described premises situate in the Township of Plain, Stark County, Ohio, and known as being a part of the north east quarter of Section #11, Township #11, Range #8, beginning for the same at an iron pin in the south line and 500 feet west from the south east corner of said quarter section; thence north 85° west with the south line of said quarter 867 feet to the south east corner of Martin Halter's 10 acre tract conveyed to Martin Halter and recorded in Vol. 174, page 351 of the Stark County Deed Records to which reference is hereby made; thence north 5° east parallel with the east line of said quarter 330 feet to an iron pin at the north east corner of said 10 acre tract; thence north 85° west and along the north line of said 10 acre tract 1320 feet to an iron pin in the west line of said quarter; thence north 5° east along said line 1572.1 feet to an iron pin in the center of a public road; thence south 84° and $52'$ east along the center line of said road 2187 feet to an iron pin; thence south 5° west parallel to the east line of said quarter 1896.95 feet to the place of beginning, containing 85.36 acres of land.

Lewis S. Smith and
Sarah, his wife,
to
William Froelich and
Elizabeth Froelich.

Warranty Deed.
Dated Apr. 1" 1914.
Rec. for rec. Apr. 1" 1914.
Vol. 546, page 190.

Conveys the following described premises situate in the Township of Plain, Stark County, Ohio, and known as and being a part of the north east quarter of Section #19, to-wit:-

Beginning at the south east corner of said quarter section; thence north 5° east on the east line of said quarter 1895.8 feet to an iron pin in the middle of the public road; thence west along the center line of said road 500 feet to an iron pin it being also the north east corner of a tract of land conveyed by said grantor to William Froelich and Elizabeth Froelich on the 1st day of April, 1912; thence south along the east line of said Froelich tract 1896.95 feet to an iron pin in the south line of said quarter and the south east corner of said Froelich tract; thence east on the south line of said quarter 500 feet to the place of beginning, containing 21.75 acres of land more or less.

No. 34.

William Froelich and
Elizabeth, his wife,
to
The Orchard Acres Co.

Warranty Deed.
Dated Apr. 12th 1923.
Rec. for rec. Apr. 16th 1923.
Vol. 90, page 377.

Conveys the following described premises situate in the Township of Plain, Stark County, Ohio, being a part of the north east quarter of Section #19, Township #11, Range #8, bounded and described as follows, to-wit: Beginning at a point in the east line of said quarter section 45 perches 18 links south of the north east corner of said quarter section, being also the middle of the public highway which extends east and west through said quarter section and the true place of beginning of the premises hereby conveyed; thence south with said east line of said quarter section 112 rods and 57 links more or less to the south east corner of said quarter; thence west with the south line of said quarter 80 rods more or less to the south east corner of a 10 acre tract conveyed by deed to Martin Halter and recorded in Vol. 174, page 351 of the Stark County Deed Records, to which reference is hereby made; thence north with the east line of said 10 acre tract 20 rods to the north east corner thereof; thence west with the north line of said 10 acre tract 80 rods to the north west corner and the west line of said quarter section; thence north with the west line of said quarter section 92 rods 57 links more or less to the center of said public highway; thence east with the center of said public highway 160 rods more or less to the place of beginning and containing 107.11 acres of land more or less, together with and subject to the easements, rights and privileges created by an agreement between Anthony Switzer, John J. Smith and James McDowell dated May 28th 1866 and recorded in Vol. 92, page 538 of the Deed Records of Stark County, Ohio.

William Froelich and
Elizabeth, his wife,
to
The Orchard Acres Co.

Quit Claim Deed.
Dated Apr. 14" 1923.
Rec. for rec. Apr. 16" 1923.
Vol. 790, page 379.

Conveys all such right and title as the said grantors have or ought to have in and to the following described piece or parcel of land situate in the Township of Plain, Stark County, Ohio, known as and being a part of the north east quarter of Section #19, Township #11, Range #8, beginning for the same on the south line of said quarter section 80 rods more or less west of the south east corner of said quarter section, said place of beginning being the south east corner of a 10 acre tract conveyed to Martin Halter by deed recorded in Vol. 174, page 351 of the Stark County Deed Records; thence north with the east line of said 10 acre tract 20 rods to the north east corner thereof; thence west with the north line of said 10 acre tract 2 rods; thence south parallel with the east line of said 10 acre tract 20 rods to the south line of said quarter section; thence east along the south line of said quarter section 2 rods to the place of beginning.

NOTE: The tract above described is the tract described in the agreement noted in Section #23 hereof.

The Orchard Acres Co.,
a corporation, Plaintiff,
-vs-

Philip Hammon,
Phillip Hommon,
Philip Homman,
Elizabeth Pena,
Margaret Hans,
Susannah Bear,
Catherine Laughbough,
Mary Hammon,
Mary Homman,
John S. Everhard,
John Stough Everhard,
the unknown wife
or widow of David Shook
& the unknown husbands
& wives of each and all
of the parties herein-
before named and the
unknown heirs, devisees,
assigns, executors,
administrators and
successors and the un-
known husbands and wives
of the unknown heirs,
devisees and assigns of

IN COMMON PLEAS COURT.

1923 June 7" Petition & praecipe
filed. Summons issued.
Answer July 7"
1923.
1923 June 7" Affidavit for publi-
cation filed. Publi-
cation ordered.
1923 June 9" Marked copy of Daily
News containing
Legal notice of June 8" 1923, mail-
ed to defendant Wm. Halter at
Ames, Colorado. 1923 June 16"
Summons returned: Received this
writ June 7" 1923 at 10 o'clock
P.M. and pursuant to its command
on June 13" 1923 I notified the
within named defendants Angeline
Halter and Anna Halter by deliver-
ing personally to each of them a
true and certified copy of this
writ with all endorsements there-
on and on June 13" 1923, I also
notified the within named defendant
Edward Halter, Mary J. Halter,
Harvey Halter and Retta Halter by
leaving for each of them at their
usual place of residence a true
and certified copy of this writ
with all endorsements thereon.
And on.

each and all of
the parties herein-
before named.
John C. Mayer,
Katie S. Mayer,
his wife,
East Tuscarawas
St. Extension,
Angeline Halter,
widow of Martin Halter,
dec'd.; Edward
Halter; Anna
Halter, his wife,
Mary J. Halter,
unmarried,
Harvey Halter,
Retta Halter,
his wife, R.F.D. #1,
Canton, Ohio,
Olevia Fierstos,
John B. Fierstos,
her husband,
East Tuscarawas St. Ext.
Canton, Ohio, and
William Halter,
unmarried, Ames,
Colorado, Defendants.

June 14" 1923 I notified the with-
in named Defendant Olevia Fierstos
by delivering personally to her a
true and certified copy of this
writ with all endorsements there-
on. And on June 14" 1923 I also
notified the within named Defendants
John B. Fierstos, John C. Mayer
and Katie S. Mayer by leaving for
each of them at their usual place
of residence a true and certified
copy of this writ with all endorse-
ments thereon.

1923 July Charles W. Kirk, Shff.
Joint answer of
Angeline Halter et
al filed.

1923 July 23" Affidavit of publi-
cation filed.

1923 Aug. 21" Trial to Court,
title quieted and
description correc-
ted. Costs paid.

App. Doc. 116, page 38913.
Rec. Vol. 252, Page 373, ct seq.

SERVICE OF SUMMONS

The return of Service of Summons, made June 16,
1923, shows that the Defendants, Angelina Halter, Anna Halter,
Edward Halter, Mary J. Halter, Harvey Halter, Retta Halter,
Olevia Fierstos, John B. Fierstos, John C. Mayer and Katie S.
Mayer were duly served with Summons as above indicated.

AFFIDAVIT FOR CONSTRUCTIVE SERVICE.

Affidavit for Constructive Service, filed June 7, 1923, recites that all of the Defendants, as above set forth, excepting those upon whom Summons was served as above indicated, cannot be served with Summons in Ohio; that the residences of all of them are unknown and cannot be ascertained except as to residence of William Halter, whose address is Ames, Colorado; that the unknown heirs, devisees, assigns, executors, administrators, successors and the husbands and wives of each and all of them, are necessary parties; and that their names and addresses cannot be ascertained, and that said cause is one of those mentioned in Sec. 11292 General Code of Ohio.

JOURNAL ENTRY ORDERING CONSTRUCTIVE
SERVICE AND PUBLICATION FOR UNKNOWN
HEIRS.

By the Journal Entry taken June 7, 1923, recorded J 5, page 520, the Common Pleas Court, found that the unknown heirs, devisees, assigns, executors, administrators, successors, husbands and wives, and the unknown husbands and wives of the unknown heirs, devisees and assigns of each and all of the parties Defendant named above who were not served with Summons, are necessary parties to said cause, and that a full and complete determination of the questions and issues herein involved could not be made without their presence as parties, and they were thereupon made parties without naming them; and the Court further ordered that publication be made for all of the parties Defendant named, except those served with Summons, for six consecutive weeks in the manner prescribed by law in the case of non-resident Defendants, in a newspaper printed, published and of general circulation in Stark County, which publication should contain a statement of the object and prayer of the Petition, etc.

AFFIDAVIT OF PUBLICATION.

Affidavit of Publication filed July 23, 1923 shows that notice of the filing and prayer of the Petition was duly published for six consecutive weeks in The Canton Daily News, a newspaper of general circulation in Stark County, Ohio, in all respects as ordered by the Court against all the Defendants as to whom publication was ordered, the residence of William Halter, of Ames, Colo., being stated in said publication.

Copy of the Daily News containing said notice was, on June 9, 1923, mailed to William Halter at Ames, Colo., as shown by Memorandum on the Appearance Docket.

PETITION.

The first Cause of Action describes the real estate described in Sections 34 and 35 hereof and recites that the Plaintiff is the owner and in actual possession thereof, and that all of the Defendants named in the caption of this case claim an estate, interest, title, rights and claims therein adverse to the right, title and interest of the Plaintiff therein, naming said Defendants.

The Second Cause of Action seeks the reformation of the Deed noted in Sec. 22 of this Abstract from John S. Everhard to John Smith, so as to make the acreage conveyed 89 acres and 130 perches, more or less, instead of 18 acres and 130 perches, more or less.

The Third Cause of Action seeks the reformation of the Deed noted in Sec. 31 of this Abstract, John C. Mayer and wife to Lewis S. Smith, so as to make the course along the west side of the ten acre tract referred to read as follows: "Thence North with the East line of said ten acre tract, 20 rods to the Northeast corner thereof", instead of, as stated in said Deed, "Thence North with the West line of said ten acre tract" etc.

PRAYER of Petition prays for quieting of title in the Plaintiff against all of the Defendants and the reformation of the Deeds in respect to the erroneous descriptions set forth in the Second and Third Causes of Action, and the granting of legal and equitable relief.

ANSWER OF ANGELINA HALTER, ET AL.

The Answer of Angelina Halter, widow of Martin Halter, Mary J. Halter, Edward Halter and Anna Halter, his wife, Harvey Halter and Retta Halter, his wife, Olevia Fierstos and John^B. Fierstos, her husband, and William Halter, unmarried, make claim to certain rights under the Agreement heretofore set forth in Section 23, and claim contingent interest in the tract two rods wide by 20 rods in length described in said Agreement, which tract is now a strip 33 ft. wide off the West side of Lot No. 53 in Orchard Acres Allotment, extending Northwardly from the South line thereof 330 ft. and in the right-of-way described in said Agreement, which right-of-way is now included in Salway Avenue, as dedicated on the Plat of said Orchard Acres Allotment.

DECREE:- This cause now coming on for hearing the Court finds upon proof duly offered that publication of the pendency and prayer of the petition herein made in this cause is in all respects legal and according to law and the former order of this Court and does hereby approve the same.

The Court further finds that each and all of the defendants have been duly and legally notified of the prayer and pendency of the petition herein.

This cause coming on this day for further hearing upon plaintiff's petition, the joint answer of the defendants Angelina Halter, Anna Halter, Harvey Halter, Retta Halter, Olevia Fierstos, John B. Fierstos and William Halter and the evidence the Court finds that each and all of the other defendants are in default for answer or demurrer to plaintiff's petition and that the allegations of the petition are thereby confessed by each and all of the defendants who have not answered herein to be true.

The Court further finds from the evidence that at the time of bringing this action the plaintiff was the owner in fee simple and in possession of the following described real estate, to-wit:

Same description as in deed noted at #34 above.

That the plaintiff had the legal title to said real estate, was in possession of the same and was entitled to the possession of the same; that the defendants nor any one of them have any estate, right, title or interest in or are entitled to possession of said real estate or any part thereof and that the plaintiff ought to have its title to and possession of said real estate quieted against each and everyone of said defendants.

The Court further finds that neither of the defendants or any of them have any right, title or interest in the real estate herein described.

The Court further finds that the deeds referred to in the 2" and 3" causes of action in the petition for the premises therein erroneously described were by mistake and inadvertence made to describe the property intended to be conveyed by wrongful and erroneous description and that said deeds should be reformed to show a true and correct description of the property intended to be conveyed.

It is therefore ordered, adjudged and decreed that the title and possession of said plaintiff of said real estate herein described be quieted as against the defendants and each and everyone of them and all persons claiming under them or any of them; that each and all of the defendant's be and they are hereby forever barred and enjoined from setting up any right, title or interest in or claims against said premises herein described or any part thereof adverse to the title of the plaintiff, its successors or assigns forever,

That the deed wherein John S. Everhard is Grantor and John Smith is Grantee and which was recorded in Deed Rec. 51, page 106 of the Deed Records of Stark County, Ohio, be and the same hereby is corrected so as to describe and convey therein the following described property, to-wit:

Being a part of the north east quarter of Section #19, Township #11, Range #8 and bounded as follows: Beginning at the south east corner of said quarter; thence west along the quarter line to the south east corner of a 10 acre lot taken from said quarter; thence north along the east line of said 10 acres to the north east corner of the same 10 acres; thence west along the north line of said 10 acres to the west line of said quarter; thence north along the said quarter to the south west corner of David Casler's land; thence east along Casler's south line to the west line of David Shook's land; thence south along Shook's land to the south west corner of Shook's land; thence east along Shook's south line to the east line of said quarter; thence south along said quarter line to the beginning, the same containing 89 acres and 130 perches more or less.

That the deed referred to in the petition wherein John C. Mayer was the grantor and Lewis S. Smith was the grantee, which deed is recorded in Deed Record Vol. 462, page 599 and re-recorded in Vol. 475, Page 140 of the Deed Records of Stark County, Ohio, be and the same hereby is corrected so as to convey therein the following described property to-wit:

Here follows same description as at Section #31, except this description reads containing 107.11 acres of land more or less together with and subject to the easements, right and privileges created by an agreement between Anthony Switzer, John W. Smith and James McDowell dated May 28th 1866 and recorded in Vol. 92, page 538 of the Deed Records of Stark County, Ohio, and a course is changed to read "Thence north with the east line of said ten acre tract as prayed for. And this decree shall have the force and effect of a reformation & correction of each and every one of said deeds as fully and completely as tho each of said deeds had been made originally to correctly describe said property intended to be described and the Clerk is directed to have so much of this Decree as will show the reformation of said deeds to be recorded in the Office of the Recorder of Stark County, Ohio.

As to the issues arising by the answer of Angelina Halter, et al respecting the real estate described in the petition in this cause as Tract #2, this cause is continued for the further consideration of the Court. Plaintiff to pay costs.

NOTE: As ordered by the Court a certified copy of above decree was filed for Record August 22, 1923, and recorded in Volume 761, page 388 of the Stark County Deed Records.

No. 37.

Orchard Acres --
An Allotment.

1923 June 26th Dated, ack'd.
1923 June 14th Approved & accepted by Planning Comm.
1923 June 28th Recorded in Plat Rec. 14, page 110-111.

This addition is laid out on part of the north east quarter of Section #19, Township #11, (Plain) Range #8, Stark County, Ohio. Said addition contains 91 lots. See plat for description of said lots.

The following Mortgages appear to be regularly cancelled on the record by the Mortgagees, by cancellations in the customary form, recorded on the margin thereof:

John Smith to John S. Everhard, dated April 15, 1852, securing \$1593.75 and recorded in Vol. 52, page 109, Mortgage Records.

Lewis S. Smith and wife to John C. Mayer, dated October 1, 1907, securing \$6372.50, recorded in Vol. 450, page 8, Mortgage Records.

William Froelich and wife to Lewis S. Smith, dated April 1, 1912, securing \$5400.00, recorded in Vol. 450, page 284 of the Mortgage Records.

William Froelich and wife to Charles VanVoorhis, dated April 1, 1914, securing \$2400.00 and recorded in Vol. 524, page 146 Mortgage Records.

No. 39.

John C. Mayer and
Katie S., his wife,
to
Jacob J. Smith.

Mortgage \$6300.
Dated April 1" 1904.
Vol. 408, page 293.
7 notes described in mortgage.

On the margin of the record appears an assignment by Jacob J. Smith dated May 10, 1905, of the above mortgage to Ira Sheets in so far as the same secures the first and second notes therein which he has sold to him and to John B. Roush in so far as the same secures the seventh note described therein which he has sold to him.

On the margin of the record appears a cancellation in regular form dated December 30, 1909 by Ira Sheets, of the above mortgage, in so far as the same secures the two notes assigned to him.

On the margin of the record appears a cancellation of the above mortgage dated April 1, 1907, in so far as the same secures the note assigned to John B. Roush, which cancellation is signed by Lee S. Roush, Administrator of John B. Roush, deceased, he having been appointed such administrator March 6, 1906, Administration Docket K, Page 323.

On the margin of the record appears a cancellation of the above mortgage except as to two notes secured thereby as to which notes it is recited that the same were and are hereby transferred to Mary C. Smith by order of the Probate Court of Stark County; said cancellation and transfer being signed by Oscar Smith, Administrator of the estate of Jacob J. Smith, deceased, who with Ervin E. Smith were appointed Administrators of said estate on February 19, 1908, Administration Docket L, Page 76.

NOTE: It is the law that where there is more than one Administrator of an estate, either of the Administrators has full power to cancel Mortgages and that the joining of all in such cancellation is not necessary. - See Rockell's Complete Ohio Probate Practise, -3rd Edition-page 166, Section 203.

LIENS.

No. 38.

CANCELLED MORTGAGES.

The following Mortgages appear to be regularly cancelled on the records by the Mortgagees, by cancellations in the customary form recorded on the margin thereof:

John Smith to John S. Everhard, dated April 15, 1852, securing \$1593.75 and recorded in Vol. 52, page 109, Mortgage Records.

Lewis S. Smith and wife to John C. Mayer, dated October 1, 1907, securing \$6372.50, recorded in Vol. 450, page 8, Mortgage Records.

On the margin of the record appears a cancellation of said mortgage dated April 1, 1910, by Mary C. Smith as to the two notes assigned to her.

No. 40.

The Orchard Acres Co. Mortgage \$27,100.
by Thomas K. Harris, Pres., Dated Apr. 14" 1923.
by Julius Tierson, Sec'y., Rec. for rec. Apr. 16" 1923.
to Vol. 739, page 53.
William Froelich and Not cancelled.
Elizabeth Froelich.

Covers same premises described at #34 above.

Mortgage provides that upon demand by the mortgagor or its successors or assigns any part of the above described real estate desired by the mortgagor to be released, shall be released by the mortgagees upon the payment share and share alike of the sum of \$500 per acre to apply on the indebtedness secured by this mortgage next maturing, said payment per acre to be \$250.00 to William Froelich and \$250 to Elizabeth Froelich.

Given to secure the payment of 10 promissory notes herein, 5 of said notes being payable to William Froelich and 5 to Elizabeth Froelich, the first four of said notes to each of said parties calling for \$2500 and the last note calling for \$3550; one note to each of said parties falling due Oct. 1" 1923; Oct. 1" 1924; Oct. 1" 1925; Oct. 1" 1926 and the last note to each falling due Oct. 1" 1927, all said notes bearing interest at the rate of 6%, per annum, payable semi-annually.

We hereby certify that the George D. Harter Bank by virtue of the power of attorney set forth in the next section on the 9th day of Jan., 1924 released from the above mortgage lot Number Forty-Two in Orchard Acres Allotment as indicated by the record of said release. Release Rec. 4, page 254.

THE SMITH TRUMP ABSTRACT CO.

BY Clark N. Metzger,
Manager.

No. 41.

William Froelich and Power of Attorney.
Elizabeth Froelich Dated Apr. 14, 1923.
to Filed for rec. Dec. 10, 1923.
The George D. Harter Bank. Rec. Vol. 1, Page 59, Power
of Attorney Records.
Duly witnessed and acknowledged.

Power of attorney authorizes the George D. Harter Bank as attorney in fact to release from time to time from the mortgage set forth in Section #40 herein, on demand of the Mortgagor, the real estate described therein, upon the payment of \$500.00 per acre for the part to be released, as provided in said mortgage.

Plain Township Historical Society

No. 42.

John Smith,
to
J.A. Borst,
L.E. Smith.

Lease,
Dated Mar. 30th 1866.
Lease Rec. 1, page 109.
Cancelled Apr. 27, 1894.

A Mineral and coal lease covering a period of
thirty years from date of lease.

No. 43.

No mechanics' liens.

No. 44.

Taxes paid through the Dec. payment 1922.

No. 45.

No search for assessments.

No. 46.

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 46 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.

Canton, Ohio,

June 26th, 1923 .

THE SMITH TRUMP ABSTRACT COMPANY

BY

Clark W. Metzger,
Manager.

PARTIAL ABSTRACT OF TITLE to lot #42 in Orchard Acres Allotment assuming title thereto good in The Orchard Acres Co., a corporation, at date of platting, June 26th, 1923.

No. 47.

No deeds for said lot #42 from The Orchard Acres Co. have been filed for record since said date.

L I E N S.

No. 48.

The Orchard Acres Co.,
an Ohio corporation by
T. K. Harris, Pres.,
J. A. Pierson, Sec'y.,
to

The Central Savings
Bank & Trust Co. of
Canton, Ohio.

Mortgage \$3500.
Dated Jan. 2nd 1924.
Rec. for rec. Jan. 2nd 1924.
Vol. 735, page 560.
Not cancelled.

Covers said lot #42, and secures a loan of \$3500, payable one year from date, monthly payments of \$40.00 each.

No. 49

NO LEASES or MECHANIC'S LIENS.

No. 50.

TAXES due December, 1923, paid.

Plain Township Historical Society
CANCELLED ON RECORD
12 1924
LAWY
LAWY

No. 51,

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

No. 52.

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

* * *

We hereby certify that the foregoing PARTIAL ABSTRACT OF TITLE consisting of Seven (7) 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 lot #42 in Orchard Acres Allotment, since and including June 26th 1923, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio,

January 2nd, 1924.

The Squith-Tump Abstract Co.

By Clara M. Meyer
Manager

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

No. 53.

The Orchard Acres Co.,
 By T. K. Harris, Pres.,
 J. A. Pierson, Sec'y.,
 to
 J. Howard Zeiner.

Warranty Deed \$1.00.
 Dated Oct. 23" 1926.
 Rec. for rec. Nov. 2" 1926.
 Vol. 902, page 470

Conveys Lot #42 in Orchard Acres Allotment, Plain Township, Stark County, Ohio, recorded in Plat Rec. 14, pages 110 & 111 of the Plat Records of said County.

Subject to the following conditions, restrictions and provisions subsequent running with the land, to-wit:-

1. No shop, store, factory, saloon, business house of any kind, hospital, school, tenement, lodging house, boarding house, public garage, apartment house, flat, house with flat roof, barn, stable, objectionable outbuilding, hotel, asylum or institution of like or kindred nature, commercial advertising sign or bill board and no charitable institution shall be erected or maintained on said premises, but said premises shall be occupied and used for residence and fruit, truck and poultry farm purposes only and not otherwise.
2. No liquor, either malt, spirituous, vinous or fermented, shall at any time hereafter be manufactured, sold or disposed of or traded in or on said premises.
3. No residence or dwelling shall be erected on any one lot described herein costing less than \$4000.00, and no building shall be moved upon said premises without the consent of The Orchard Acres Co.
4. No building of any kind shall be erected on any lot described herein, the foundation line of which is nearer than 60 feet to the front line thereof which front line fronts on Stayman Ave. or nearer than 40 feet to the rear line thereof, which rear line is on Alberta Ave.
5. No swine or domestic animals, except dogs and cats, shall be kept on said premises, and no use thereof shall be made or permitted that is noxious or dangerous to health.

6. The purchaser shall not destroy or remove any trees from said premises prior to said premises being fully paid for, without the consent of the seller, except such trees as it may be necessary to remove in order to construct a building on the ground to be occupied by same.
7. No excavation for the purpose of securing sand or gravel shall be made of greater extent or depth than necessary for construction of the buildings or the appurtenances thereunto to be located thereon.
8. No part of said premises shall ever be sold, conveyed, rented or leased to or occupied by any persons except of the Caucasian Race.
9. Any of the covenants and restrictions set forth herein may at any time and in any manner be changed with the written consent of the seller and the owner or owners for the time being of the real estate herein described and also 60% of the frontage of lots in said Orchard Acres Allotment as are located on the Street on which the lot or lots, as to which the covenants and restrictions are to be changed are located, except as to the covenants and restrictions contained in Section number "Second" herein. If, however, the seller has no corporate existence at the time when changes in restrictions are proposed, then changes may be made without its consent.
10. Any covenants and restrictions contained in this agreement may be enforced against any violation thereof by any present or future owner or owners of adjoining or nearby property located in The Orchard Acres Allotment, by any proper legal proceeding, the same being for the benefit of all present and future owners of land in said Addition.
11. Upon the extension of the City limits of Canton to include the premises in question, then, as indicated on the Plat of said The Orchard Acres Allotment, the street or streets upon which said premises abut, shall be widened an additional 10 feet on each side thereof, and the purchaser shall do all things necessary or proper to dedicate such additional land for street purposes.

NOTE:- Subject to taxes payable in June, 1927 and thereafter, any and all assessments payable after Jan. 1" 1927 and the balance remaining unpaid on a mortgage on said property held by The Central Savings Bank & Trust Co., which balance on the 23rd day of October, 1926 was \$2953.33 and the interest thereon from said date, all of which the Grantee assumes and shall pay as part of the purchase price for said premises.

LIENS

No. 54

J. Howard Zeiner and
Hannah, his wife,
to
The Orchard Acres Co.

Mortgage \$2346.67.
Dated Oct. 23" 1926.
Rec. for rev. Nov. 2" 1926.
Vol. 905, page 349
Not Cancelled.

Covers said Lot #42 in Orchard Acres Allotment subject to all conditions and restrictions and provisions as contained in deed noted at Sec. No. 18.

Given to secure the payment of \$2346.67 with interest at 6% per annum, payable semi-annually until paid in monthly payments of \$24.00 each shall be paid between Oct. 23" 1927 and Oct. 23" 1929, the balance of the principal to be payable Oct. 23" 1929.

No. 55.

NO LEASES or MECHANIC'S LIENS.

No. 56.

TAXES due JUNE, 1926, PAID.

No. ~~57~~.

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

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

We hereby certify that the foregoing CONTINUATION consisting of Sec. No. ⁵³ to No. ⁵⁸ 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 said Lot #42 in Orchard Acres Allotment, since and including Jan. 2" 1924, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio
November 4" 1926,
8 o'clock A.M.

The Smith Pump Abstract Co.
Clark Dr. Metzger
1

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

No. 59

No deeds or other conveyances for Lot No. 42 in Orchard Acres Allotment in Plain Township, Stark County, Ohio.

L I E N S

No. 60

J. Howard Zeiner and
Hannah, his wife
to
Home Owners Loan Corporation

Mortgage \$600.00
Dated March 24, 1934
Rec. for rec. June 8, 1934
Vol. 1116, Page 268
/CANCELLED

No. 61

J. Howard Zeiner and
Hannah, his wife,
The Orchard Acres Co
and others
to
Kemrow Company

Oil and Gas Lease
Dated February 20, 1933
Rec. for rec. February 24, 1933
Lease Rec. 53, Page 133
NOT CANCELLED

Covers numerous lots in Orchard Acres Allotment including Lot No. 42.

For the purpose of drilling and operating oil and gas and the constituents thereof so long as production is profitable.

No. 62

Kemrow Company
By John J. Klise, Pres.
Walter A. Locker, Sec.
and
Home Owners Loan Corporation

Waiver of Priority
Dated April 5, 1934
Rec. for rec. June 11, 1934
Vol. 1103, Page 250

Waives priority of the lease shown in the foregoing section and agrees that the Home Owners Loan Corporation shall have a prior lien on Lot No. 42 in Orchard Acres Allotment.

No. 63

No mechanics liens.

No. 64

No recognizance bond liens.

No personal tax liens.

No federal liens.

No unemployment compensation liens.

No. 65

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

No. 66

TAXES: December 1945 \$23.47

June 1946 23.47

No. 67

ASSESSMENTS: None

We hereby certify that the foregoing CONTINUATION 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 said premises as shown by the General Indexes in the several County Offices in and for Stark County, Ohio, since and including November 4, 1926.

CANTON, OHIO

STARK COUNTY ABSTRACT COMPANY

January 10, 1945

BY Arthur L. Nebel

ATTORNEY AND ABTRACTER

SHORT FORM CONTINUATION

No. 68

J. Howard Zeiner and
Hannah, his wife
to
Evelyn M. Brown

Warranty Deed \$1.00
Dated January 11, 1945
Rec. for rec. January 16, 1945
Vol. 1482, Page 66

Conveys Lot No. 42 in Orchard Acres Allotment in Plain Township, Stark County, Ohio, subject to the conditions and restrictions set forth in a deed from The Orchard Acres Co. to J. Howard Zeiner dated October 23, 1926 in Vol. 902, Page 470 of Stark County Deed Records to which reference is hereby made. Also subject to the terms and conditions of an oil and gas lease with Kemrow Co. dated February 20, 1933 as recorded in Lease Rec. 53, Page 133.

Free and clear except taxes and assessments due June 1945 and thereafter.

Evelyn M. Brown
No. 69
William L. Zeiner
Stark County

Mortgage \$4200.00
Dated January 15, 1945
Rec. for rec. January 16, 1945
Vol. 1472, Page 132
NOT CANCELLED

Evelyn M. Brown
a loan for \$4200.00 payable in installment of not less than \$42.00 per month in advance with interest at 4 $\frac{1}{2}$ % per annum payable monthly in advance.

We hereby certify that the foregoing deed and mortgage are the only matters or instruments that have been filed or entered for record affecting the title to said premises as shown by the general indexes in the several county offices, in and for Stark County, and that our search includes deeds, mortgages, leases, mechanics liens, personal tax liens, federal liens, recognizance bond liens, unemployment compensation liens, judgments, pending suits, foreign executions, taxes, also estates and all matters in Probate Court, since and including January 10, 1945.

CANTON, OHIO

STARK COUNTY ABSTRACT COMPANY

January 16, 1945
2:53 P. M.

BY Arthur L. Hebel

ATTORNEY AND ABSTRACTER

ADDENDA showing the changes in the title, since and including January 16th, 1945, to Lot No. 42 in Orchard Acres Allotment, Plain Township, Stark County, Ohio.

No. 70

No DEEDS from Evelyn M. Brown for the premises in question.

No. 71

Orchard Acres Allotment
Change of Restrictions.

Dated June 24, 1947.
Rec'd. for Rec. Oct. 28, 1947.
Volume 1669, Page 283.

We, the undersigned, owners of lots in Orchard Acres Allotment as recorded in Plat Book 14, Page 110, of the Plat Records of Stark County, Ohio, do hereby desire and consent that Sections 3 and 4 of the Restrictions in the original deeds of said Allotment, which are as follows:

"Third: 'No residence or dwelling house shall be erected on any one lot described hereon costing less than \$_____ and no building of any kind shall be moved upon said premises without the consent of The Orchard Acres Company.'

"Fourth: 'No building of any kind shall be erected on any lot described herein, the foundation line of which is nearer than _____ feet to the front line thereof or nearer than _____ feet to the rear line thereof, or nearer than 20 feet to the outside line of any corner lot.'

"shall be vacated and nullified, and in lieu thereof, the following regulations substituted:

"Third: 'No one shall be allowed to purchase property in Orchard Acres Allotment and no present owner of property in said Allotment shall be allowed to sell the same without the approval of the Membership Committee hereafter to be appointed by the Orchard Acres Civic Association, an association of the owners of the lots in Orchard Acres Allotment to be hereafter formed and which association we hereby consent to join.

(continued)

(Section 71, continued)

"Fourth: 'No owner of property in Orchard Acres Allotment and no one purchasing property in said Allotment shall hereafter be allowed or permitted to construct any building or buildings to be placed on said Allotment, or alter those thereon, without the approval of their plans by the Welfare and Improvement Committee appointed by said Orchard Acres Civic Association."

NOTE:(a)The instrument is executed by Evelyn M. Brown, and others. No recitation as to marital status of persons signing same.

(b) The instrument is not witnessed nor acknowledged.

(c) The instrument appears to have been executed by the owners of 72 lots in said allotment.

No. 72

To MORTGAGE.

LIENS.

MECHANICS.

No MECHANICS LIENS.

PENDING.

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

FOREIGN.

No FOREIGN EXECUTIONS.

The TAXES are paid to and including the June, 1949, payment.
Amount - \$26.48.

NEWMARKED.

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

NEWMARKED.

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

I hereby certify that the foregoing ADDENDA, consisting of
Twelve (12) 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 January 16th, 1945, as shown by
the General Indexes in the several County Offices, in and for
Stark County, Ohio.

Canton, Ohio, July 15th, 1949, at 7:30 A.M. (EST).


Attorney & Abstractor.

ADDENDA showing the changes in the title, since and including July 15th, 1949, to Lot No. 42 in Orchard Acres Allotment, Plain Township, Stark County, Ohio, as shown on the plat of said Allotment recorded in Plat Record 14, Pages 110-111, of the Stark County Plat Records.

No. 74

No DEEDS from Evelyn M. Brown for the premises in question.

No. 75

Evelyn M. Brown and
William L. Brown,
with and without

for \$3200.00.
July 18, 1949.
July 21, 1949.
Page 16.

Covers the premises in question described as in the heading of this Addenda.

"Subject to conditions and restrictions set forth in a deed from The Orchard Acres Co. to J. Howard Zeiner, dated Oct. 23, 1926, and recorded in Vol. 902, Page 470 of the Stark County Deed Records to which reference is hereby made."

"Also subject to the Change of Restrictions, dated June 24th, 1947, and recorded in Vol. 1669, Page 283 of the Stark County Records."

Secures the payment of a certain promissory note of like date and amount with interest at 4 1/2% per annum, payable in installments of not less than \$32.00 per month, in advance, on or before the 25th day of each calendar month.

No. 76

No LEASES.

No. 77

No MECHANICS LIENS.

~~MMMMM~~

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

~~MMMMM~~

No FOREIGN EXECUTIONS.

~~MMMMM~~

The TAXES are paid to and including the June, 1949, payment. Amount - \$26.48.

~~MMMMM~~

There are no FEDERAL TAXES shown on the Stark County, Ohio, Treasurer's Tax Report.

~~MMMMM~~

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

**** ~~MMMMM~~ ****

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 July 15th, 1949, as shown by the General Indexes in the several County Offices, in and for Stark County, Ohio.

Canton, Ohio, July 22nd, 1949, at 7:30 A.M. (EST).


Attorney & Abstractor.

ADDENDA showing the changes in the title since and including July 22, 1949 to Lot No. 42 in Orchard Acres Allotment, Plain Township, Stark County, Ohio, as shown in Plat Record 14, Pages 110,111.

No. 78

No Deeds from Evelyn M. Brown to said premises.

No. 79

No Mortgages

No. 80

No Leases or Mechanic's Liens

MMMM

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

MMMM

No Pending Suits, Liens, Judgments or Foreign Executions which are Liens against said premises.

MMMM

Taxes for June 1954 (\$39.83) are paid.

MMMM

There are no assessments as shown on the Treasurer's Tax Duplicate.

* * * * *

I HEREBY CERTIFY that the foregoing ADDENDA, consisting of eight (8) 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 July 22, 1949, as shown by the General Indexes in the several County Offices in and for said County.

Canton, Ohio
July 27, 1954
7:00 a.m. E.S.T.

Walter H. Allman
Walter H. Allman, Attorney at Law

SHORT FORM CONTINUATION

No. 81

Evelyn M. Brown and
Willard L. Brown,
wife and husband

Mortgage \$2500.00
Signed and Ack. July 27, 1954
Rec'd for Rec. July 30, 1954
Volume 2251, Page 111
NOT CANCELLED

*Cancelled in
the Record
Walter H. Allman
Atty*

to

First Federal Savings & Loan
Association of Canton

Covers Lot No. 42 in Orchard Acres Allotment, Plain Township,
Stark County, Ohio, as shown on Plat in Plat Book 14, Pages 110, 111, Stark
County Plat Records.

Mortgage was given to secure a certain promissory note of like
date and amount with interest at the rate of $4\frac{1}{2}\%$ per annum, payable at the
rate of \$25 per month, on or before the 26th day of each calendar month.

* * * * *

I HEREBY CERTIFY that the foregoing CONTINUATION was collated
by me from the Official Records of Stark County, Ohio, and that I believe the
same is correct and that the foregoing Mortgage is the only instrument of
record affecting the title to said premises since and including July 27, 1954,
as shown by the General Indexes in the several County Offices in and for said
County.

Plain Township Historical Society

Canton, Ohio
August 2, 1954
7:00 a.m. E.S.T.

Walter H. Allman

Walter H. Allman, Attorney at Law

ADDENDA showing the changes in the title since and including August 2, 1954, to Lot No. 42 in the Orchard Acres Allotment, Plain Township, Stark County, Ohio.

No.82

No Deeds from Evelyn M. Brown for said premises.

No.83

No Mortgages.

No.84

No Leases or Mechanic's Liens.

MMMM

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

MMMM

No Pending Suits, Living Judgments or Foreign Executions which are Liens against said premises.

MMMM

TAXES: December, 1955 ----- \$46.94 ----- Paid.

MMMMM

There are no assessments shown on the Treasurer's Tax Duplicate.

* * * * *

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, since and including August 2, 1954, as shown by the General Indexes in the several County Offices in and for said County.

Canton, Ohio
June 1, 1956
7:00 A.M. E.S.T.



Evelyn M. Brown and
Willard L. Brown,
wife and husband
to
First Federal Savings and Loan
Association of Canton

Filed on the records
February 27, 1957
No. 85
THE SMITH-TRUMP-ABSTRACT CO. Inc.
H. J. Domast, Metzger,
Mng.

Mortgage \$2,800.00
Signed and ack. May 31, 1956
Rec'd for rec. June 4, 1956
Volume 2426 Page 425
NOT CANCELLED

Covers Lot No. 14 in the Orchard Acres Allotment, Plain Township,
Stark County, Ohio, and was given to secure a certain promissory note of like
date and amount with interest at the rate of 5% per annum, payable at the rate
of \$28.00 per month on or before the 20th day of each calendar month.

* * * * *

I HEREBY CERTIFY that the foregoing CONTINUATION was collated by me
from the Official Records of Stark County, Ohio, and that I believe the same is
correct and that the foregoing Mortgage is the only instrument of record affect-
ing the title to said premises, since and including June 1, 1956, as shown by
the General Indexes in the several County Offices in and for said County.

Canton, Ohio
June 5, 1956
7:00 A.M. E.S.T.

Arthur J. Allman

Plain Township Historical Society

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

For Lot No. 42 in Orchard Acres Allotment, Plain Township,
Stark County, Ohio.

No. 86.

No Deeds of Conveyance.

L I E N S

No. 87.

No Mortgages.

No. 87-A

No Leases or Mechanic's Liens.

No. 87-B

Taxes due June, 1956 in the sum of \$46.94 have been paid.

No. 87-C

No Special Assessments listed on the Tax Duplicate.

No. 87-D

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

No. 87-E


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. 86 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, 1956, 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.

Canton, Ohio

February 21, 1957

at 9:00 o'clock A.M.



Attorney At Law

CONTINUATION relating to Lot No. 42 in Orchard Acres Allotment, Plain Township, Stark County, Ohio, as shown on the plat of said allotment, recorded in Plat Record 14, pages 110-111, of the Stark County Plat Records.

Since and including February 21, 1957, 9:00 A. M.

No. 90.

Evelyn M. Brown
and husband,
to
James S. Freese
and Mabel E. Freese.

Warranty Deed \$1.00.
Dated Feb. 26, 1957.
Rec. for rec. Feb. 26, 1957,
4:08 P. M.
Vol. 2476, page 650.

Conveys the premises described in section No. 89 above. This conveyance is made subject to the same conditions and restrictions set forth in a deed to J. Howard Zeiner from The Orchard Acres Co., dated October 23, 1926, and recorded in Volume 902, page 470 of the Deed Records of Stark County, Ohio.

Also subject to the Change of Restrictions, dated June 24, 1947, and recorded in Volume 1669, page 283 of the Records in the Stark County, Ohio Recorder's Office.

No. 91.

The records of the Probate Court of Stark County, Ohio, disclose no adjudications of lunacy, 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. 92.

James S. Freese
and Mabel E., wife,
to
The Canton National
Bank, Canton, Ohio.

Mortgage \$6500.00.
Dated Feb. 26, 1957.
Rec. for rec. Feb. 26, 1957,
4:09 P. M.
Vol. 2456, page 533.
Not canceled.

Covers the premises described in section #89 above, subject to the conditions and restrictions referred to in Sec. 90 above.

Secures a loan of \$6500.00, payable \$75.00 per month, with interest thereon at 5½%.

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Plain Township Historical Society

CONTINUATION
No. 93.

NO OLD AGE PENSION LIENS.

No. 93-A

NO LEASES OR MECHANIC'S LIENS.

No. 93-B

Taxes due June, 1956 instalment, \$46.94, paid.
No assessments listed upon the tax duplicate.

No. 93-C

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

No. 94.

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

-----*****-----

We hereby certify that the foregoing CONTINUATION consisting of Section No. 89 to No. 94 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 the premises described in section No. 89 hereof, since and including February 21, 1957, 9:00 A. M., as shown by the general indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio,
February 26, 1957,
4:10 o'clock P. M.

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. 95

CONTINUATION relating to Lot No. 42 in Orchard Acres Allotment, Plain Township, Stark County, Ohio, as shown on the plat of said allotment, recorded in Plat Record 14, pages 110 and 111 of the Stark County Plat Records, since and including February 26, 1957 at 4:10 P.M.

No. 96

James Stanley Freese's Will

Dated: July 18, 1957

Probated: October 22, 1958

Rec. in Will Rec. 144, page 589

Stark County Probate Office

I, James Stanley Freese of the City of Canton, County of Stark and State of Ohio, being of full age and of sound mind and memory, do make, publish and declare this to be my Last Will and Testament, hereby revoking and annulling any and all Will or Wills by me heretofore made.

Item 1. I direct that all my just debts and funeral expenses be paid out of my estate as soon as practicable after my decease.

Item 2. All the property, real and personal, of every kind and description, wheresoever situate, which I may own or have the right to dispose of at the time of my decease, I give, bequeath and devise to my wife, Mabel Emaline Freese, absolutely and in fee simple.

Item 3. I make, nominate and appoint my wife, Mabel Emaline Freese, to be the executrix of this, my last will and testament, hereby authorizing and empowering my said executrix to compound, compromise, settle and adjust all claims and demands in favor of or against my estate; and to sell, at private or public sale, at such prices and upon such terms of credit or otherwise, as she may deem best, the whole or any part of my real or personal property, and to execute, acknowledge and deliver deeds and other proper instruments of conveyance thereof to the purchaser or purchasers. No purchasers or purchaser from my executrix need see to the application of the purchase money to or for the purposes of the trust, but the receipt of my executrix shall be a complete discharge and acquittance therefor. I request that no bond be required of my said executrix.

Item 4. I make the following provisions in the event of my death, and the death of my wife, Mabel Emaline Freese, at one and the same time, through accident or epidemic:

25% to Wreathyl May Floto
25% to Gary Scott Floto
25% to Harold E. Pettegrew
12½% to Goldie Ruth Squint
12½% to Harrison L. Kindig

In Witness Whereof I have hereunto set my hand to this my Last Will and Testament at Canton, Ohio, this 18th day of July in the year of our Lord 1957.

/s/ James S. Freese

The foregoing instrument was signed by the said James Stanley Freese in our

Item 4. I make the following provisions in the event of my death, and the death of my wife, Mabel Emaline Freese, at one and the same time, through accident or epidemic:

25% to Wreathyl May Floto

25% to Gary Scott Floto

25% to Harold E. Pettegrew

12 $\frac{1}{2}$ % to Goldie Ruth Squint

12 $\frac{1}{2}$ % to Harrison L. Kindig

In Witness Whereof I have hereunto set my hand to this my Last Will and Testament at Canton, Ohio, this 18th day of July in the year of our Lord 1957.

/s/ James S. Freese

The foregoing instrument was signed by the said James Stanley Freese in our presence and by him published and declared as and for his Last Will and Testament and at his request and in our presence, and in the presence of each other, we

-cont'd-

No. 96 continued

hereunto subscribe our names as attesting witnesses at Canton, Ohio, this 18th day of July, A.D. 1957.

/s/ Louis E. Segesman residing at Canton, Ohio
 /s/ Maryon Segesman residing at Canton, Ohio

No. 97

Estate of J.S. aka
 James S., aka
 James Stanley Freese

Case No. 61609
 Adm. Doc. 56, page 349
 Stark County Probate Court

- 10/20/58 Application to probate Will and Waiver filed.
 10/20/58 Hearing set upon appearance of witnesses.
 10/22/58 Hearing had. Will admitted to probate and record.
 Will Record 144, page 589.
 10/23/58 Application for Letters filed. Mabel Emaline Freese,
 5237 Stamen Avenue N.W. Canton, Ohio, as Executrix.
 10/23/58 Bond of \$3000.00 with Maryland Casualty Company as surety
 filed and approved.
 10/23/58 Letters issued to Mabel Emaline Freese, Executrix.
 11/21/58 Inventory, appraisement and waiver filed.
 11/26/58 Hearing had. Inventory and appraisement approved and
 confirmed.
 11/24/58 Proof of Publication filed.
 11/21/58 Application for Certificate of transfer of realty filed,
 hearing had, realty ordered transferred, certificate
 issued.
 1/5/59 First and Final account filed.
 2/17/59 Hearing had. Account approved.
 Costs are paid.
 11/28/58 Petition to determine inheritance tax filed.
 12/8/58 Amended petition to determine inheritance tax filed.
 12/17/58 Hearing had. Estate found as follows:
- | | |
|----------|-------------|
| Personal | \$975.96 |
| Real | \$10,000.00 |
| Gross | \$10,975.96 |
| Transfer | \$6,504.41 |
| Taxable | \$6,504.41 |
| Tax | \$ 15.04 |
- 12/19/58 Waiver of Department of Taxation filed.
 1/10/59 Acknowledged receipt of \$13.59 inheritance tax from
 Auditor of State filed.

No. 98

Application for Letters Testamentary recites that J.S., aka James S. aka James Stanley Freese, died testate on or about the 13th day of October, 1958, at Canton, Ohio, leaving Mabel Emaline Freese, his surviving spouse and no other next of kin.

No. 99

James Stanley Freese, aka
James S. Freese, aka
J.S.Freese

to

Mabel Emaline Freese

Certificate for Transfer of Real Estate.

Dated: November 21, 1958

Rec. for Rec: November 21, 1958

Volume 2609, page 288

Recites in detail the terms of the administration, and signed by Judge Reuben Z. Wise, and conveys an undivided one-half interest in the following:

Situated in the Township of Plain, county of Stark and State of Ohio and known as and being Lot No. 42 in Orchard Acres Allotment in Plain Township, and recorded in Plat Book 14, pages 110 and 111 of the Plat Records of said County.

This conveyance is made subject to the same conditions and restrictions set forth in a deed to J. Howard Zeiner from the Orchard Acres Co dated October 23, 1926 and recorded in Volume 902, page 470 of the Deed Records of Stark County, Ohio.

Also subject to the change of restrictions dated June 24, 1947 and recorded in Volume 1669, page 283 of the records in Stark County, Ohio Recorders Office.

No. 100

There are no other deeds.

No. 100-A

There are no mortgages.

No. 100-B

There are no leases or mechanic's liens.

No. 100-C

There are no unemployment compensation liens.

No. 100-D

There are no Federal tax, recognizance bond or delinquent personal property tax liens.

No. 100-E

There are no judgments, foreign executions or pending suits which are living liens against said premises.

No. 101

Taxes: The taxes for June, 1959 in the amount of \$65.63 have been PAID.

There are no assessments shown on the Treasurer's Tax Duplicate.

I HEREBY CERTIFY that the foregoing CONTINUATION, consisting of Sections 95 to 101 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 February 26, 1957, 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.

Canton, Ohio
July 17, 1959
9:30 A.M.

Redated + Recertified

7-23-59

Gus W. Zielasko

Gus W. Zielasko

Gus W. Zielasko, Attorney at Law

No. 102

Mabel E. Freese, unmarried

to

Maxine A. Mackall

Warranty Deed ~~8/22~~
S. & A. July 29, 1959
R. for R. July 29, 1959
Vol. 2661, page 23

Conveys the premises situated in Plain Township, Stark County, Ohio, and known as and being Lot Number Forty Two (42) in Orchard Acres Allotment, in Plain Township and recorded in Plat Book 14, pages 110 and 111 of the Plat Records of Stark County, Ohio.

This conveyance is made subject to the same conditions and restrictions set forth in a deed to J. Howard Zeimer from the Orchard Acres Co. dated October 23, 1926, and recorded in Volume 902, page 470 of the Deed Records of Stark County, Ohio.

Also subject to the change of restrictions, dated June 24, 1947 and recorded in Vol. 1669, page 283 of the Records in the Stark County, Ohio Recorder's Office.

No. 103

Maxine A. Mackall and
Donald C. Mackall,
husband and wife,

to

Mortgage - \$15,000.00
S. & A. July 29, 1959
R. for R. July 29, 1959
Vol. 2678, page 655
Uncancelled

The Home Savings and Loan Co.

Covers the premises abstracted and secures a note in the amount of \$15,000.00, with interest at the rate of 5-1/2% per annum, payable in monthly installments of \$115.00 per month for twenty years.

* * * * *

I hereby certify that the foregoing instruments are the only instruments filed for record since and including July 23, 1959 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.

Canton, Ohio
August 11, 1959
2:30 P.M.

Lloyd Martindale
Attorney at law

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

No. 104

There are no deeds or other conveyances by Maxine A. Mackall for Lot No. 42 in Orchard Acres Allotment, Plain Township, Stark County, Ohio.

L I E N S

No. 105

No mortgages.

No. 106

No leases or mechanic's liens.

No land contracts.

There are no federal tax liens, personal tax liens, recognition bond liens, unemployment compensation liens, Division of Aid for the Aged liens, or Workmen's Compensation liens.

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

There are no matters in the Probate Court which in any manner affect the title to the premises herein abstracted.

TAXES: June, 1962 \$81.90 Not Paid

ASSESSMENTS: None listed on the tax duplicate.

We hereby certify that the foregoing CONTINUATION was collated by us from the Official Records of Stark County, and that we 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, since and including August 11, 1959 at 2:31 P. M.

CANTON, OHIO

March 9, 1962
at 3:00 P. M.

STARK COUNTY ABSTRACT COMPANY

By Arthur L. Hebel
Attorney and Abstractor