

ABSTRACT OF TITLE to Lot Number Three (#3)
to Rosedale Gardens, an Addition, to the City of Canton, Stark
County, Ohio, as said lot is numbered and indicated on the plat
of said Addition, recorded in Plat Book Volume 11, pages 54 and
55, Stark County Plat Records.

No. 2.

All parties who join in the granting clause appear in
the caption under each heading. When wife (or husband) releases
dower only, that fact will be noted.

All instruments are regular on their face and comply
with the law in force at the date of their execution, unless
otherwise noted.

All instruments are properly witnessed and acknowledged
and the officers taking such acknowledgments are officers in Stark
County, Ohio, unless otherwise noted.

The date of filing is given in this abstract as the date
of record.

No. 3.

James Madison,
President of the
United States,

to

Jessee Slingluff

Government Patent
Dated June 1, 1810
Rec. December 23, 1815
Volume C, page 139
Stark County Recorder's Office

Southwest Quarter of Section #20, Township #11, Range #8.

No. 4.

Jessee Slingluff and
Elizabeth, his wife,

to

Philip Zigler

Gen. War. Deed
S. & A. January 12, 1811
Rec. December 23, 1815
Volume C, page 139

Conveys the southwest one-fourth of Section #20, Twp.
#11, Range #8.

939X 13241X

No. 5.

Philip Zigler's
Estate

1835, June 9, Isaac Kutzner, Admn.
" Aug. 20, Inventory, sale list and
schedule of debts filed.
1837, Apr. 28, Final account filed.
Costs paid.

Adm. Doc. "A", page 314
Stark County Probate Office

No. 6.

Abraham Zigler,
Elizabeth Stoner,
wife of John Stoner,
John Zigler,
Catharine Chrisinger,
wife of Jacob Chrisinger,
heirs of Philip Zigler,
deceased,

Power of Attorney
S. & A. August 15, 1835
Rec. November 2, 1835
Volume N, page 599

to

Henry Zigler

Full power to sell and convey premises in question.

Instrument recites that Elizabeth Stoner, was formerly
Elizabeth Zigler and Catharine Chrisinger was formerly Catharine
Zigler; that Henry Zigler is co-heir with grantors.

No. 7.

Henry Zeigler and
Abraham Zeigler,
John Zeigler,
Elizabeth Stoner,
formerly Elizabeth
Zeigler, Catharine
Chrissinger, formerly
Catharine Zeigler, by
Henry Zeigler, their
Attorney in fact,

Gen. War. Deed
S. & A. November 3, 1835
Rec. March 29, 1836
Volume O, page 420

to

Sanders Van Rensselaer and
Jonas Polly

"South half of the southwest quarter of Sec. #20, Twp.
#11, Range #8."

No. 8.

Abraham Zeigler and
Rachel, his wife,
John Stoner and
Elizabeth, his wife,
(formerly Elizabeth
Zeigler), Jacob
Grissinger and
Catharine, his wife,
(formerly Catharine
Zeigler),
John Zeigler and
Barbara, his wife,

Gen. War. Deed
S. & A. December 18, 1835
Rec. March 29, 1836
Volume O, page 423

to

Sanders Van Rensselaer
and Jonas Polly

Same description as in Section #7.

No. 9.

Henry Zeigler and
Elizabeth, his wife,

Quit Claim Deed
S. & A. November 16, 1835
Rec. March 29, 1836
Volume O, page 420

to

Sanders Van Rensselaer
and Jonas Polly

Same description as in Section #7.

No. 10.

Jonas Polly and
Rachel, his wife,

Gen. War. Deed
S. & A. March 29, 1836
Rec. March 30, 1836
Volume N, page 754

to

Sanders Van Rensselaer

Undivided 1/2 of the premises described in Section #7
above.

Sanders Van Renssellaer
and Abby, his wife,

to

Gen. War. Deed
S. & A. September 17, 1838
Rec. September 17, 1838
Volume T, page 428

Rodman Lovitt

South half of the southwest quarter of Sec. #20, Twp. #11, R. #8, excepting and reserving therefrom to the said Sanders and his heirs and assigns forever, any and all water rights or privileges thereon, together with all the lands that may be necessary for races, dams, mill yards and and buildings therefor, not exceeding five acres of land, exclusive of that occupied by the west branch of the Nimishillen Creek. Also reserving the right of ingress and egress at all times for the improvement and enjoyment of any such privileges and containing exclusive of said exceptions and reservation 75 acres of land, more or less."

And this grant is expressly made subject to the payment by the said Rodman, his heirs and assigns of a mortgage of \$900.00 heretofore executed by the said Snaders and his wife, on said tract to the State of Ohio, or the Fund Commissioners of said County."

The State of Ohio,

-vs-

Sanders Van Renssellaer,
Abby, his wife,
Rodman Lovett and
Michael Arter, Treasurer,
of the Sandy and Beaver
Canal Company.

IN CHANCERY TO FORECLOSE MORTGAGE
1840, Apr. 24, Bill filed and subpoena issued to Sheriff of Franklin and Stark County
" " 29, Returned by Sheriff of Stark Co., served on Abby Van Renssellaer, the other defendants not found.
" May 8, Returned by Sheriff of Franklin County, served on Van Renssellaer, other defendants not found.
" Aug. 31, Decree and continued.
" Sept 25, Order to sell issued.
" Nov. 16, Sale approved and deed ordered. Costs paid.

App. Doc. K, page 399
Record Vol. "Q", page 541
Stark County Clerk's Office

PETITION:- Recites that Sanders Van Rensselaer is indebted to plaintiff upon a certain written obligation secured by mortgage upon the south half of the southwest quarter of Section #20, Twp. #11, Range #8. That Rodman Lovett and Michael Arter, Treasurer of the Sandy and Beaver Canal Company, claim some interest in said premises. Prays for an order to sell, etc.

RETURN:- "I served the writ on the defendants, Rodman Lovett, personally by copy, Abby Van Renssellaer, by leaving an attested copy at her place of residence, April 28, 1840. Sanders Van Rensselaer and Michael Arter, Treasurer, not found in my County.

Given under my hand, the 29th of April, 1840."

(Signed) "D. Raffensperger, Sheriff."

RETURN:- "Served on said Sanders Van Renssellaer, by copy and as to each of the other named defendants not found in my bailiwick, May 2nd, 1840."

(Signed) "I. Graham, Sheriff,
Franklin County."

SALE:- Sheriff reports the sale of premises in question to Peter P. Trump. Sale approved and deed ordered.

Dan Raffensperger,
Sheriff of Stark County,
Ohio,

Sheriff's Deed
S. & A. November 17, 1840
Rec. November 27, 1840
Volume X, page 457

to

Peter P. Trump

South half of the southwest quarter of Sec. #20, Twp. #11, R. #18.

Deed recites that the same is made under an order of the Court in proceeding noted above.

NOTE:- Acknowledgment does not recite the official character of acknowledging officer. Acknowledged before Peter Simmell, _____, Stark County, Ohio.

No. 14.

Peter P. Trump
and Mary, his wife,

to

Adam Oberlin

Gen. War. Deed
S. & A. January 1, 1841
Rec. April 20, 1841
Volume Z, page 194

Conveys part of the south half of the southwest quarter of Sec. #20, Twp. #11, R. #8, (Plain Township), Stark County, Ohio, described as follows:- Beginning 80 chains 25 links east from the southwest corner of said quarter on the south line; thence north $30\frac{1}{2}$ deg. W.D. 3 chains 27 links to a stake; thence north 42 deg. E.D. 9 chains 52 links to a white oak tree; thence south $75\text{-}\frac{3}{4}$ deg. E.D. 5 chains 21 links to an elm tree; thence south $74\frac{1}{2}$ deg. E.D. 6 chains 65 links to an elm tree; thence south $80\text{-}\frac{3}{4}$ deg. E.D. 2 chains 65 links to a stake; thence north 49 deg. east D-5 chains 25 links to a maple tree; thence north $20\frac{1}{2}$ deg. E.D. 2 chains 56 links to a white oak tree; thence north $1\frac{1}{4}$ deg. W.D. 7 chains 10 links to the east and west devition line of said quarter; thence east on said devition line 8 chains 95 links to the northeast corner of said quarter; thence south on the devition line of said section 19 chains 85 links to the southeast corner of said quarter; thence west to the place of beginning, 32 chains, containing 35.06 acres.

No. 15.

The United States,
by James Madison, Pres.,

to

Thomas Hailey

Patent
Dated June 1, 1810
Copy recorded May 23, 1907
Rec. Volume 469, page 266

Northwest quarter of Sec. #29, Twp. #11, Range #8 of the lands directed to be sold at Steubenville.

No. 16.

Thomas Healea and
Caszandrea, his wife,

to

David Risher

Warranty Deed, \$900
D. & Ack'd April 29, 1811
Rec. _____
Volume B, page 90

Northwest quarter of Sec. #29, Twp. #11, Range #8, Stark County, Ohio.

No. 17.

David Risher's
Estate

1822, Oct. 7, George Cribbs, Admr.
" Dec. 13, Inventory and account
of sales filed.
No further record.

Admr. Doc. "A", page 67.

No. 18.

John Wingart and wife,

PETITION FOR PARTITION

-vs-

The heirs of David Risher,
deceased

1827, Mch. 2nd Petition filed.
" " 23, John Harris, Gdn. ad
litem
" " " Writ ordered.
" June 7, Writ issued.
" Sept 17, Return of appraisers and
sale ordered and cont'd
" Oct. 3, Order to sell certified.
1828, Apr. 11, Leave to amend by
striking Margaret and
inserting Rebecca.
" " " Distribution ordered.
Costs paid.

Doc. "E", page 190
Rec. Vol. H, page 243

PETITION:- Recites that on or about 1822, David Risher of Plain Township, Stark county, Ohio, died intestate seized in fee simple of the northwest quarter of Sec. #29, Twp. #11, R. #8. That petitioners John Wingart and Susannah his wife, in right of said Susannah, who is a legal heir of the said David Risher, dec'd, are entitled to 1/11 part of said quarter section which they hold in coparcenary with Catharine legal heir of lawful age, intermarried with one George Mattenger, of Columbiana County, Ohio, Nancy intermarried with Valentine Shook; Elizabeth intermarried with John Dull; Esther intermarried with George Hensyl, all legal heirs of lawful age of Stark County, Ohio, David Risher, Polly Risher, Daniel Risher, Lydia Risher, Rebecca Risher, Polly Risher, legal and minor heirs of Stark County aforesaid; that said David Risher left a widow, Ann, since intermarried with Baltzer Koontz of Stark County, who is entitled to dower in said quarter, which has been assigned to her, by three persons appointed by your honor to appraise said land, as follows:- Commencing at the southeast corner of said quarter and runs north on the east line thereof 116 rods and a half, thence west 55 rods; thence south 116 rods and a half to the south line of said quarter; thence east on said line 55 rods to the place of beginning, in the form of a long square containing 40 acres and 7 rods. Prays for partition of said quarter, subject to said widow's dower above described, including the reversionary interest in said dower tract, etc. etc.

Continued

ORDER:- Court appointed John Harris, Esq., Guardian ad litem for minor heirs, and finds that notice of the pendency of suit has been given as required by law.

The court found that the statements in the petition were true, and ordered partition accordingly.

The commissioners appointed to divide said land reported that the same could not be divided without prejudice and appraised the same subject to the widow's dower, and including the rever-sionary interest therein at \$1060. Sale ordered subject to dower.

SALE:- Sheriff reports the sale of said premises.
Sale approved and deed ordered.

No. 19.

Timothy Reed, Sheriff
of Stark County, Ohio,

to

Nicholas Stump

Northwest Quarter of Sec. #29, Twp. #11, R. #8, Stark
County, Ohio, subject to the widow's dower interest therein.

Deed recites that the same is made under an order of Court
in proceedings noted above.

Sheriff's Deed, \$1003
D. & Ack'd August 7, 1828
Rec. September 1, 1828
Volume G, page 534

No. 20.

Nicholas Stump
and Catharine, his wife,

to

Jacob Clipert

Quit Claim Deed, \$1400.
Dated January 17, 1829
Ack'd January 19, 1829
Rec. April 9, 1830
Volume H, page 613

Same description as in Section #19 above.

Jacob Clippert and
Elizabeth, his wife,

to

Peter Branden and
William Branden

Warranty Deed, \$400
D. & Ack'd January 24, 1829
Rec. December 7, 1829
Volume H, page 482

Part of the northwest Section #29, Twp. #11, R. #8, Stark County, Ohio, beginning at the quarter post on north boundary of said section and running thence with said boundary line west 31 chains 75 links; thence south 10 chains 87 links to Michael Martz land; thence with the north boundary of said land east 18 chains 55 links to the north west corner of a 40 acre lot heretofore laid off in said quarter to the widow of Daniel Risher; thence with the west boundary of said dower, south 4 chains to a post; thence east 13 chains 75 links to a post; thence north 14 chains 86 links to the place of beginning, containing 40 acres, 5½ acres thereof is in said widow's dower in which she has a life estate.

NOTE:- Grantors name is given as "Clipper" in granting clause, he signs "Clippert" and is acknowledged as "Clippert". Wife's name is given as "Clippert" in all parts of instrument.

Jacob Klippart
and wife,

to

Michael Matz

Warranty Deed, \$100.00
Dated October 9, 1828
Ack'd October 9, 1829
Rec. April 16, 1829
Volume H, page 200

Situated in thw Township of Plain, County of Stark and State of Ohio, being part of the northwest quarter section #29, Twp. #11, R. #8, beginning for the same at a post at the northwest corner of a tract of land laid off in said quarter section by order of the Court of Common Pleas, Stark County, Ohio, to Baltzer Koontz, and wife as their dower interest in said quarter section, and running thence west 74 perches; thence south 15 perches and 2 links; thence east 74 perches; thence north to the place of beginning, containing 7.04 acres.

NOTE:- Name of grantor is written "Jacob Clippard" but he signed as shown above.

Wife's name not in dower, she is described as "_____
wife of said Jacob." She signed and acknowledged "Elizabeth
Klippart".

No. 23.

Jacob Klippart and
Elizabeth, his wife,

to

Michael Martze

Warranty Deed, \$80
D. & Ack's June 12, 1830
Rec. July 13, 1830
Volume H, page 734

Part of the northwest quarter of Sec. #29, Twp. #11, R. #8, Stark County, Ohio, beginning for the same 2.2 perches east of the northwest corner of a 40 acre lot laid off in said quarter to the widow of David Risher, deceased; thence south 18 perches to a post; thence west 2.2 perches to a post; thence north 1 perch thence west 73 perches to a post; thence north 17 perches to a post; thence east 75.2 perches to the place of beginning, containing 8 acres and a fourth of an acre is of the dowery in which David Risher's widow has a life interest.

No. 24.

There is no deed for the premises described at Sections #22 and #23 above from Michael Matz or Michael Martze on record in Stark County, Ohio.

No. 25.

There is no record of any will, or administration of the estate of Michael Matz or Michael Martze, in Stark County Ohio Probate Court.

No. 26.

There is no deed from Peter Brandon to William Brandon for the premises described at Section #21 above on record in Stark County, Ohio.

No. 27.

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

No. 28.

William Brandon and
Sarah, his wife,

to

Adam Oberlin

Warranty Deed, \$1550
D. & Ack'd December 8, 1837
Rec. December 9, 1837
Volume S, page 498

Situate in the County of Stark and State of Ohio and being a part of the northwest quarter of section #29, Twp. #11, R. #8, beginning for the same at the quarter post on the north boundary of said section and running thence with said boundary line west, 128 perches to a post; thence south 59 perches to a post; thence east 72.6 perches to a post; thence south 1.5 perches; thence east 55 perches to a post; thence north 60.1 perches to the place of beginning so as to contain 48 acres.

Grantor's name is written "Branden" in some parts of deed.

No. 29

Peter P. Trump and
Mary, his wife,

to

Adam Oberlin

Gen. War. Deed
S. & A. January 1, 1841
Re-Rec. March 15, 1907
Volume 461, page 494

Conveys part of the south half of the southwest quarter of sec. #20, Twp. #11, R. #8, (Plain Township), Stark County, Ohio, described as follows:- Beginning 8 chains and 25 links east from the southwest corner of said quarter on the south line; thence north $30\frac{1}{8}$ deg. W.D. 3 chains 27 links to a stake; thence north 42 deg. E.D. 9 chains 52 links to a white oak tree; thence south $75\text{-}\frac{3}{4}$ deg. E.D. 5 chains 21 links to an elm tree; thence south $74\frac{1}{2}$ deg. E.D. 6 chains 65 links to an elm tree; thence south $80\text{-}\frac{3}{4}$ deg. E.D. 2 chains 65 links to a stake; thence north 49 deg. east 15 chains 25 links to a maple tree; thence north $20\frac{1}{2}$ deg. E.D. 2 chains 56 links to a white oak tree; thence north $1\frac{1}{4}$ deg. W.D. 7 chains 10 links to the east and west devition line of said quarter; thence east on said devition line 8 chains 94 links to the northeast corner of said quarter; thence south on the division line of said Section 19 chains 85 links to the southeast corner of said quarter; thence west to the place of beginning, 32 chains, 00 links, same containing 35 acres and $68/100$ of an acre.

NOTE:- This is a re-record of the deed noted at Section #14 above.

Adam Oberlin and
Elizabeth, his wife,

to

Henry Ream

Warranty Deed, \$3000
D. & Ack'd January 21, 1852
Rec. January 19, 1852
Volume 49, page 279

Conveys part of the northwest quarter of Sec. #29, Twp. #11, R. #8, beginning for the same at the quarter post on the north boundary of said section, and running thence with said boundary line west, 128 perches to a post; thence south 59 perches to a post; thence east 72.6 perches to a post; thence south 1.5 perches; thence east 55 perches to a post; thence north 60.1 perches to the place of beginning, so as to contain 48 acres, excepting 2.26 acres off from the west end, which heretofore was conveyed and deeded to William Pepple by deed bearing date January 1st, 1851, and recorded in Volume 27, page 277-278, reference thereto being had will more fully appear."

Also conveys part of the south half of the southwest quarter of Sec. #20, Twp. #11, R. #8, (Plain Twp.), Stark County, Ohio, described as follows:- Beginning 80 chains 25 links east from the southwest corner of said quarter on the south line; thence north $30\frac{1}{2}$ deg. W.D. 3 chains 27 links to a stake; thence north 42 deg. E.D. 9 chains 52 links to a white oak tree; thence south $75\frac{3}{4}$ deg. E.D. 5 chains 21 links to an elm tree; thence south $74\frac{1}{2}$ deg. E.D. 6 chains 65 links to an elm tree; thence south $80\frac{3}{4}$ E.D. 2 chains 65 links to a stake; thence north 49 deg. east 15 chains 25 links to a maple tree; thence north $20\frac{1}{2}$ deg. E.D. 2 chains 56 links to a white oak tree; thence north $1\frac{1}{2}$ deg. W.D. 7 chains 10 links to the east and west devition line of said quarter; thence east on said devition line 8 chains 94 links to the northeast corner of said quarter; thence south on the devition line of said section 19 chains 85 links to the southeast corner of said quarter; thence west to the place of beginning, 32 chains, containing 35.06 acres.

No. 31.

Adam Oberlin and
Elizabeth, his wife,

to

Henry Ream

Warranty Deed, \$3000
D. & Ack'd Jan. 21, 1852
Re-recorded March 15, 1907
Volume 461, page 495

Same as Section #29 above, except date of deed to William L. Pepple is given as January 1st, 1841.

On January 1, 1841, Adam Oberlin and Elizabeth, his wife, conveyed to William L. Pepple, the following described premises, viz:-

Part of the northwest quarter Sec. #29, Twp. #11, R. #8, and is bounded as follows, to-wit:- Beginning for the same 35 rods east from the northwest corner of said quarter, at a stake on the north line of said quarter; thence south along the west line of said Oberlin's land 58 rods and five tens, to the southwest corner of said Oberlin's land; thence north 17 deg. east 26 rods and three tens to a stake; thence north 7 deg. east 12 rods and 3 tens to a stake; thence north 4 deg. west 17 rods and 6 tens to a stake; thence north 66½ _____ west 8 rods and 4 tens to the place of beginning, the same containing 2.25 acres.

N.B. Said Oberlin reserves for himself his heirs and assigns forever, from the place of beginning of said tract of land as herein above described by a course bearing by the compass south 54-3/4 deg. east till it intersects the fourth station bearing north 4 deg. west for the privilege of setting a fence on said excepted course for the use of a wattering place. Vol. 27, page 277.

Henry Ream's
Will

Dated January 17, 1905
Probated October 25, 1906
Rec. Will Vol. V, page 416

1. It is my will that all my just debts and all charge against my estate be first paid out of my estate and a suitable monument erected by my Executor.

2. It is my will that my Executor, hereinafter named, out of the moneys in his hands, after the sale of the property as hereinafter provided, shall during the life of my wife, Anna Ream, hold in trust for her, the sum of \$3000, which shall be loaned by said Executor and the proceeds thereof paid semi-annually to my wife, during her life. If at any time the said income is not sufficient for her maintenance and support, then said executor in his judgment may advance such proportion of said principal as in his opinion is necessary for such maintenance and support. This provision of the will to be in lieu of the dower, homestead rights, and year's support and in lieu of all interest which the law gives to the wife in the personal property.

I do hereby nominate and appoint Charles W. Ream, Executor of this my last will and testament and ask that he be not required to give bond.

It is my will that my said Executor shall have two years in which to sell my estate, and that he shall proceed at any time within said two years as his best judgment may dictate and sell all the real estate of which I die seized or possessed and all personal property, either at private sale or public auction, I hereby authorizing my executor to make, sign and execute, good and sufficient deeds for said realty and good and sufficient title to said personal property. At the death of my wife, the \$3000, or so much thereof as remains in the hands of my Executor shall be divided in the same manner and proportion as the balance of my estate hereinbefore provided for.

The application to probate the will of Henry Ream deceased late a resident of Plain Township, Stark County, Ohio, shows that he died on the 13th day of October, 1906, leaving Anna Ream his widow, and the following persons all his next of kin resident in the State of Ohio:-

Josiah W. Ream, Son		Muncie, Ind.
Ellen A. Carnes, daughter		Canton, Ohio
Edward Ream, son		Cleveland, Ohio
Emma C. Bordner, daughter		Canton, Ohio
Carl W. Ream, son		Canton, Ohio
Carl Abner Ream)	" "	" "
Maud Ream)	grand-children	Canton, Ohio
Helen Ream)	" "	" "

No. 35.

On February 23rd, 1917, Anna Ream, widow of Henry Ream, deceased, elected to take under the will of her said husband. Journal 40, page 242.

No. 36.

Henry Ream's
Estate

1906, Oct. 25,	Will and all papers relating thereto together with certified Journal Entry admitting to Probate and record, certified from Common Pleas Court, Stark County, Ohio, to this Court filed.
" Nov. 6,	Application filed.
" " "	Charles W. Ream, Exec. Bond waived by will.
" " "	Letter issued.
1907, Feb. 26,	Widow elects to take under the will.
" Sept. 4,	Bond filed and approved.
1909, Jan. 20,	First account filed.
" Feb. 1,	Statement to County Auditor issued.
	No further record.

No. 37.

Chas. W. Ream,
Executor of Henry Ream,

to

Mrs. Amanda H. Estep and
Mrs. Maude Hiner Ream

Executor's Deed, \$12150
D. & A. March 1, 1907
Rec. May 31, 1907
Volume 469, page 284

NOTE:- This deed recites the authority of the Executor under the will of Henry Ream above noted for the execution and delivery of this deed. Conveys as follows:-

Parts of the southwest quarter of Sec. #20 and northwest quarter of Sec. #29, Twp. #11, R. #8, beginning at a stone at the southeast corner of said southwest quarter of said Sec. #20; thence north 5 deg. east with the east line of said quarter 1327 feet to a "B" Walnut tree in the east and west half quarter line; thence north 85 deg. west with said half quarter line 593 feet; thence south 2-3/4 deg. west 470 feet to a white oak tree 22 inches in diameter; thence north 24 deg. west 170 feet to a maple tree 16 inches in diameter; thence south 52 1/2 deg. west 348 1/2 feet to a stone; thence north 77 1/4 deg. west 69 feet to a stone; thence north 71 deg. west 545 feet to a stone; thence north 72 1/4 deg. west 344 feet to a stone in the east edge of the old mill race; thence south 45 1/2 deg. west 632 feet to a stone; thence south 292 feet to a stone; thence 11 deg. west 203 feet to a stone; thence south 21 deg. west 449 1/2 feet to a stone; thence south 85 deg. east 1218 feet to a stone; thence south 5 deg. west 24-3/4 feet to a corner of the Trump and Henry farm; thence south 85 deg. east with the north line of Trump farm 911 feet to a stone in the east line of said northwest quarter; thence north 5 deg. east 997 feet to the place of beginning, and containing 83.50 acres of land."

No. 38.

Mrs. Amanda H. Estep,
widow, and Mrs. Maude
Hiner Ream and husband,

to

Lucia M. Blum

Warranty Deed \$167.00
D. & Ack'd April 1, 1910
Rec. April 1, 1910
Volume 507, page 432

Same as Section #37 above.

By deed dated September 8, 1913, and recorded in Vol. 567, page 386, Lucia M. and John P. Blum conveyed to J.W. Wilbur, the following described premises, being part of the northwest quarter Sec. #29, Twp. #10, R. #8, Stark County, Ohio, beginning at a stone at the northeast corner of said quarter; thence running south 3 deg. 59 min. west, with the east line of said quarter 198.8 feet to the true place of beginning, of the tract hereby conveyed; thence north 87 deg. 2 min. west 341.4 feet; thence north 5 deg. 10 min. east 40.8 feet; thence running north 84 deg. 50 min. west, 1645 feet; thence running south 1 deg. east 164.2 feet; thence running south 10 deg. west 203 feet; thence running south 20 deg. west 449.5 feet; thence running south 84 deg. 50 min. east, 1218 feet; thence running south 5 deg. 10 min. west 24.75 feet; thence running south 84 deg. 50 min. east 912.57 feet to a stone at the southeast corner of the premises conveyed, and on the east line of said northwest quarter; thence running north 3 deg. 59 min. east, or said east line of said quarter 792.2 feet to the place of beginning, containing 37.481 acres.

Said grantors further grant and convey to the grantee, his heirs and assigns, the right to use as and for a road and highway for said grantee his heirs and assigns, the following described premises, to-wit:- Being parts of the southwest quarter of Sec. #20, and the northwest quarter of Sec. #29, in Twp. #11, (Plain), Range #8:-

Beginning at a stone at the northeast corner of said northwest quarter; thence running north 3 deg. 59 min. east with the quarter line 15 feet; thence north 84 deg. west 50 feet; thence 3 deg. 59 min. west and parallel with the east line of said northwest quarter 215.7 feet; thence south 87 deg. 2 min. east 50 feet to the quarter line; thence north 3 deg. 59 min. east 198.8 feet on said quarter line to the point of beginning, containing .252 of an acres.

Also granting and conveying to said grantee not only the right to use the last above described tract or parcel of lands as and for a highway as aforesaid but also the right to use the highway leading from the public road known as the Canton-Akron Highway to said last above described premises, the same being the present roadway leading from the Canton-Akron Road, and the 50 ft. hereinbefore conveyed for road purposes and thus giving to said grantee and his heirs and assigns the right to use said highway above described now owned and said 50 foot strip herein above described and further giving the right to said grantee his heirs and assigns to improve a roadway as he desires and sees proper the said 50 ft. strip together with said road now opened.

Said grantee is now having an option upon the remaining part of said grantor's farm. If the grantee, Wilbur, buys the remaining part of grantor's farm, then, he, Wilbur, to pay grantors at the rate of \$255 per acre for the .252 of an acre of land hereinbefore described, the same being the 50 foot strip reserved for roadway purposes.

No. 40.

Rosedale Gardens,
An Addition

to

The City of Canton, O.

Plat

Dated July 13, 1917

Rec. July 21, 1917

Volume 11, pages 54 - 55

Two witnesses

Oscar Hambleton, N.P.

Laid out on part of the southwest quarter of Sec. #20,
and the northwest quarter of Sec. #29, Plain Township, Stark
County, Ohio, as above described.

No. 41.

Lucia M. Blum and
John P. Blum,
wife and husband,

to

Herbert Clark Rohrer

Warranty Deed

S. & A. April 26, 1924

Rec'd September 29, 1929

Volume 846, page 560

E.W. Lockhart, N.P.

Conveys Lot #8 in Rosedale Gardens, Plain Township,
Stark County, Ohio.

× Subject to the following conditions and restrictions:-

1. This land shall never be occupied by a colored person, nor an alien, nor for the purpose of a liquor business thereon.

2. No dwelling shall be placed on said land containing less than 4 rooms, and shall be built on a solid foundation with shingle slate or tile roof. In case of frame dwelling, all sides shall be standard lap siding painted twice or stained shingles. Any shed, out-house or other building shall be painted twice and have shingle roof, and no paper, rubberoid, tin, metal or other sheeting shall be left exposed. No old building shall be moved on to said land.

3. No house shall be less than 20 feet from the front end of said land (porches excepted) and no other building shall be placed within less than 60 feet from said front end of land.

4. No junk, rubbish or refuse shall be left exposed on said land. X

No. 42.

Herbert Clark Rohrer left no will as shown the the Will Records of Stark County, Ohio.

No. 43.

Herbert C. Rohrer's
Estate

1947, Sept. 3, Application for letters filed. Declination filed. Clarence J. Rohrer of 610 Portage Street, North Canton, Ohio, appointed admr.
" " " Bond of \$5500 with M.M. Mohler and A.L. Morrison as sureties filed and approved.
" " " Letters issued.
" Oct. 3, Inventory, Appraisement & Waiver filed. Hearing had. Inventory & appraisement approved and confirmed.
" " 6, Proof of publication filed. No determination of inheritance tax to date. No further record.

Adm. Doc. 41, page 209
Stark County Probate Office

4330

No. 44.

Clarence J. Rohrer, Admr.
of the Estate of Herbert
C. Rohrer, deceased,

-vs-

Sarah A. Rohrer

1947, Oct. 3, Petition for authority to sell decedent's real estate to pay debts filed.
" " " Waiver of summons, consent to sell real estate, also consent to payment of reasonable real estate commission by Sarah A. Rohrer her x mark:-
" " " witnesses to mark -
Clarence J. Rohrer and
Frank B. Melchoir.

1947, Oct. 4, Hearing had. Appraisal and bond approved and private sale ordered.
" " " Order of private sale issued.
" " " Report and partial return of order of sale of Tract #1 being Lot #3 in Rosedale Gardens, Plain Township, and sold to Richard H. Stambaugh and Marian Stambaugh for \$600.00.
" " 30, Hearing had. Sale approved and confirmed as to Tract #1 being Lot #3 in Rosedale Gardens and admr. ordered to deliver to said purchasers a good and sufficient deed.
No further record.

Civ. Dec. 30, page 288
Stark County Probate Office

PETITION:- Recites that plaintiff is the duly appointed, qualified and acting administrator of the estate of Herbert C. Rohrer, deceased, late of Stark County; and that as nearly as can be ascertained the amount of the valid debts against said deceased at the time of his death is \$743.00.

That the costs of administering the estate will be about \$300.

That the total value of the personal property of said decedent was fixed by the appraisers of said estate at \$109.16, said appraisement not having been excepted to; and that said personal property is wholly insufficient to pay the debts and costs aforesaid.

That said decedent died seized in fee simple of the following described real estate situated in the County of Stark, State of Ohio:-

Tract #1 - Lot #3 in Rosedale Gardens, Plain Township, Stark County, Ohio, and other premises.

Further recites that said real estate was included in the Inventory of the estate, pursuant to the order of the court and appraised as follows:-

Lot #3 in Rosedale Gardens, Plain Township, Stark Co., Ohio, at \$350.00.

That at the time of appointment, the plaintiff gave a bond as provided by law in the penal sum of \$5500, which was approved by this court.

That the defendant, Sarah A. Rohrer is the only heir or person entitled to the next estate of inheritance from the decedent in such real estate and having an interest therein.

Prays that real estate be sold free from any right of dower therein; that the rights, interests and liens of all parties may be fully determined, adjusted and protected; and that your petitioner be authorized and ordered to sell said real estate according to the statutes in such cases made and provided, and to pay real estate commission, and for other relief.

WAIVER OF SUMMONS AND CONSENT TO SELL: We, the undersigned, parties defendant to the within petition, waive the 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 as therein prayed for, and consent to payment of reasonable real estate commission.

(Signed) _____ her
 Sarah A. Rohrer x
 mark

JOURNAL ENTRY:- Recites that the allegations in petition are true and that it is necessary to sell real estate to pay debts, that the appraisement in the inventory of the estate is approved, said appraisement being the total of \$2500.00, and that the plaintiff gave bond dated September __, 194__, in the sum of \$5500.00 with A.L. Morrison and M.M. Mohler, sureties, conditioned according to law and approved by the Court, said bond being double the appraised value of estate.

Orders that the plaintiff advertise and sell real estate at private sale, at not less than the appraised value, upon the following terms, to-wit:- Cash.

REPORT AND PARTIAL RETURN OF ORDER OF SALE:- "In obedience to the Order of Sale issued to me on the 4th day of October, 1947, I have caused the same to be partially executed, and have sold Tract #1, being Lot #3 in Rosedale Gardens, Plain Township, Stark County, Ohio, to Richard H. Stambaugh and Marian Stambaugh, on the 28th day of October, 1947, for the sum of \$600.00, said sum being more than the appraised value of the same."

(Signed) Clarence J. Rohrer ___ ___
 Admr. of the estate of ___
 Herbert C. Rohrer, dec'd.

L I E N S

No. 45.

Sanders Van Rensselaer
and Abby, his wife,

to

Jacob Essic

Mortgage, \$1120
S. & A. November 11, 1836
Rec. November 11, 1836
Volume P, page 511
✓ Canceled

No. 46.

Sanders Van Rensselaer
and Abby, his wife,

to

The State of Ohio

Mortgage, \$600
S. & A. July 21, 1837
Rec. July 21, 1837
Volume S, page 99
Not Canceled

See proceeding noted at Section #12 above.

No. 47.

Rodman Lovett

to

Sanders Van Rensselaer

Mortgage, \$1100
S. & A. September 17, 1838
Rec. September 17, 1838
Volume T, page 429
Not Canceled

See proceeding noted at Section #12 above.
On premises described at Section #11 above.

No. 48.

Henry Ream and
Anna, his wife,

to

Adam Oberlin

Mortgage \$1500
S. & A. January 21, 1852
Rec. January 21, 1852
Volume 47, page 379
Canceled

No. 49.

Maude Hiner Ream and
Edward, her husband,

to

Charles W. Ream,
Executor of
Henry Ream, dec'd

Mortgage, \$2000
S. & A. March 1, 1917
Rec. May 31, 1907
Volume 446, page 298
Canceled

No. 50.

Maude Hiner Ream
and Edwin L., her husband,

to

The Central Savings
Bank Company

Mortgage, \$2500
S. & A. December 19, 1907
Rec. December 19, 1907
Volume 414, page 635
Canceled

No. 51.

Lucia M. Blum and
John P., her husband,

to

Peter C. Graber,
John C. Graber and
Mary C. Graber

Mortgage, \$2500
Dated August 1, 1900
Volume 484, page 330
Canceled

No. 52.

There are no Leases or Mechanics Liens.

No. 53.

There are no Foreign Executions.

No. 54.

There are no Pending Suits or Judgments in the Court of Common Pleas.

No. 55.

There are no Federal Tax Liens or Recognizance Bonds.
There are no liens for Unemployment Compensation.

No. 56.

I have made no search for Street, Sewer or other Special Assessments.

No. 57.

The Taxes are paid to the December payment of 1947.
There is no lien for unpaid Personal Tax.

1/2 years tax - \$1.35

*** **

I hereby certify that the foregoing ABSTRACT OF TITLE consisting of Fifty-seven (57) Sections was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises as disclosed by the General Indexes in the several County Offices.

Canton, Ohio,
January 8, 1948,
at 3:00 p.m.

Wesley S. Snyder

Attorney & Abstracter

Addenda to the foregoing Abstract of Title showing all changes affecting the title to Lot Number 3 in Rosedale Gardens Addition to the City of Canton, Ohio, located in Plain Township, Stark County, Ohio, since and including January 8, 1948.

1.

Herbert C. Rohrer
Estate.

Continuation of Estate as
shown at Section #43 of this
Abstract of Title.

1949 Dec. 15 First & Final Account filed
& approved.
" " 12 Petition to determine
Inheritance Tax filed.
1950 Jan. 14 Estate found not subject to
tax.
Costs Paid.

Application for letters recite that Herbert C. Rohrer died intestate before May 1, 1947 at Brecksville, Ohio leaving no widow and Sarah Rohrer, his mother, Burton F. Rohrer, Emmet W. Rohrer, Howard B. Rohrer, Sidney P. Rohrer, Clarence J. Rohrer, brothers and Elta M. Harmony, Edna W. Koontz, Edith C. Rowlius, Lotta A. Dourm, sisters, all adult persons his heirs at law and next of kin.

Inventory and appraisement lists premises in question as part of his estate. Appraised at \$350.00.

2.

Clarence J. Rohrer,
Administrator of the
Estate of Herbert C.
Rohrer, deceased,
to

Richard H. Stambaugh
Marian Stambaugh.

Administrator's Deed.
Signed & Ack'd Oct. 30, 1947
Rec. Feb. 24, 1948
Vol. 1725, page 186.

Recites the proceedings had as shown at Sections Number 43 and Number 44 of this Abstract of Title and Section Number 1 of this Addenda, and conveys Lot Number 3 in Rosedale Gardens, Plain Township, Stark County, Ohio.

3.

No mortgages have been filed for record.

4.

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

5.

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

6.

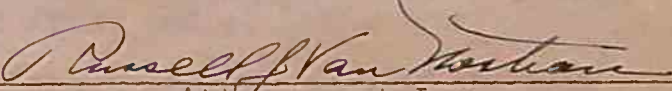
✓ Taxes are paid to June, 1950 payment. June, 1950 tax, \$1.36.

7.

✓ Edgefield Sanitary Sewer Project Number 68. Installments paid to June, 1950 payment. Fourth of twenty installments due June, 1950, \$5.54.

✓ No other assessments of record.

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


Attorney at Law.

Canton, Ohio

May 10, 1950

8:30 A. M.

Addenda to the foregoing Abstract of Title showing all changes affecting the title to Lot Number 3 in Rosedale Gardens Addition to the City of Canton, Ohio located in Plain Township, Stark County, Ohio, since and including May 10, 1950.

1.

Richard H. Stambaugh
Marian Stambaugh,
Husband and wife,
to
Elmer E. Frasier.

Warranty Deed.
Signed & Ack'd May 11, 1950
Rec. May 19, 1950
Vol. 1891, page 415.

Conveys the following described premises:

Situated in the Township of Plain, County of Stark and State of Ohio and known as and being Lots Numbers 2 and 3 in Rosedale Gardens Plain Township, Stark County, Ohio as recorded in Vol. 11, page 54 and 55 Stark County Plat Records.

Subject to the following conditions and restrictions:

1. This land shall never be occupied by a colored person, nor an alien, nor for the purpose of a liquor business thereon.

2. No dwelling shall be placed on said land containing less than 4 rooms, and shall be built on a solid foundation with shingle slate or tile roof. In case of frame dwelling, all sides shall be standard lap siding painted twice or stained shingles. Any shed, out-house or other building shall be painted twice and have shingle roof, and no paper, rubberoid, tin, metal or other sheeting shall be left exposed. No old building shall be moved on to said land.

3. No house shall be less than 20 feet from the front end of said land (porches excepted) and no other building shall be placed within less than 60 feet from said front end of land.

4. No junk, rubbish or refuse shall be left exposed on said land.

Grantee assumes and agrees to pay taxes and assessments now due and payable and to become due and payable.

2.

Elmer E. Frasier
Ellon Frasier,
Husband and wife,
to

First Federal Savings &
Loan Association of Canton.

Mortgage Deed \$8000.00
Signed & Ack'd May 11, 1950
Rec. May 19, 1950
Vol. 1907, page 175
Now Cancelled.

Mortgage Deed given to secure a note of \$8000.00 with interest at 4½ per cent and payable in monthly installments of \$62.00 each and conveys the premises described in Section Number 1 of this Addenda. Subject to the same conditions and restrictions.

Plain Township Historical Society
Cancelled as the Record
Nov. 16 1951
Mussell & Vandy
11-16-51

3.

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

4.

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

5.

Taxes are paid to June, 1950 payment.

6.

Edgefield Sanitary Sewer Project Number 68. Installments paid to June, 1950 payment. Fourth of twenty installments due June, 1950, \$5.54.

No other assessments of record.

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


Attorney at Law.

Canton, Ohio

May 19, 1950

10:00 A. M.

Addenda to the foregoing Abstract of Title showing all changes affecting the title to Lot Number 3 in Rosedale Gardens Addition to the City of Canton, Ohio located in Plain Township, Stark County, Ohio, since and including May 19, 1950.

1.

No deeds from Elmer E. Frasier have been filed for record.

2.

No mortgages have been filed for record.

3.

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

4.

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

5.

Taxes are paid to December, 1951 payment.

6.

Edgefield Sanitary Sewer Project Number 68 paid to December, 1951 payment. Seventh of twenty installments due December, 1951, about \$5.54.

No other assessments of record.

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



Attorney at Law.

Canton, Ohio

November 7, 1951

8:30 A. M.

Addenda to the foregoing Abstract of Title showing all changes affecting the title to Lot Number 3 in Rosedale Gardens Addition to the City of Canton, Ohio located in Plain Township, Stark County, Ohio, since and including November 7, 1951.

1.

Elmer E. Fraiser
Ellen Fraiser,
Husband and wife,
to

Richard Hamilton Stambaugh
Marian Stambaugh.

Warranty Deed.
Signed & Ack'd Nov. 9, 1951
Rec. Nov. 13, 1951
Vol. 2034, page 459.

Conveys the premises described in Section Number 2 of this Addenda.

Grantees assume and agree to pay taxes and assessments due and payable in June, 1952 and thereafter.

2.

Richard Hamilton Stambaugh
Marian Stambaugh,
Husband and wife,
to

First Federal Savings &
Loan Association of Canton.

Mortgage Deed \$9600.00
Signed & Ack'd Nov. 9, 1951
Rec. Nov. 13, 1951
Vol. 2027, page 344
Not Cancelled.

Mortgage Deed given to secure a note of \$9600.00 with interest at 4 per cent and payable in monthly installments of \$59.00 each and conveys the following described premises:

Situated in the Township of Plain, County of Stark and State of Ohio and known as and being Lots Numbers 2 and 3 in Rosedale Gardens, Plain Township, Stark County, Ohio as recorded in Vol. 11, pages 54 and 55 of the Stark County Plat Records.

Subject to the conditions and restrictions contained in the Deed from Richard H. Stambaugh and Marian Stambaugh, husband and wife, to Elmer E. Frasier, dated May 11, 1950 and recorded in Vol. 1891, page 415, Stark County, Ohio Deed Records.

3.

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

4.

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

5.

Taxes are paid to December, 1951 payment.


6.

Edgefield Sanitary Sewer Project Number 68 paid to December, 1951 payment. Seventh of twenty installments due December, 1951, about \$5.54.

No other assessments of record.

- - - - -

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


Attorney at Law.

Canton, Ohio

November 13, 1951

8:30 A. M.