

HIE  
#17505

Silver

50 x 160

No. 1

An Abstract of title to lot #82 in the North Market Avenue Heights Addition No. 1 as recorded in Plat Book 16, page 28, Stark County Plat Records.

No. 2

When the wife or husband of a grantor joins in the granting clause their given name will appear in the Abstract, but when dower is released only, they will be designated as "husband" or "wife."

All instruments shown herein, as well as cancellations of mortgages, are regular in form unless otherwise noted.

No. 3

Calvin Coolidge,  
Prest. of U. S.,  
to  
George Adam Rex and

Patent,  
Dated Aug. 13th, 1924  
Rec. Sept. 4th, 1924  
Vol. 833, page

Grants the southeast quarter of Section No. 28, Township No. 11, North of Range No. 8, west of the Ohio River Base and Meridian Ohio.

"This patent is granted as and for a patent intended to have been granted and issued Aug. 15th, 1811, but the issuance of which is not sufficiently evidenced by the records of the General Land Office, or by other obtainable evidence."

No. 4

George Adam Rex and  
Mary, his wife,  
to  
David Shook.

Deed,  
Dated and Acknowledged May 25th, 1813  
Rec. June 7th, 1813  
Vol. "B," page 202.

Conveys part of the southeast quarter of Section No. 28, Township No. 11, Range No. 8, Beginning at the southeast corner of said section, thence by the same west 98.8 perches to a post at corner of George Miller's land, thence by the same north 79.6 perches to a post, thence east 99.2 perches to a post on said section line, thence south 79.6 perches to the beginning, containing 49.58 acres.

No. 5

David Shook,  
to  
John Stover.

Warranty Deed,  
Dated and Acknowledged May 12th, 1815  
Rec. May 16th, 1815.  
Vol. "C", page 10.

Same description as above.

NOTE:—Deed does not recite that grantor is unmarried.

23021

No. 6

John Stover and wife,  
to  
Michael Klugh,

Warranty Deed,  
Dated and Acknowledged Mch. 26th, 1832  
Rec. May 31st, 1832.  
Vol. "J", page 315

Conveys part of the southeast quarter of Section No. 28, Township No. 11, Range No. 8, described as follows: Beginning for the same at a post on the east line of said section 32.9 perches from the southeast corner thereof the same being northeast corner of Allowees Seebold's lot in said quarter, thence running west 74 perches, thence north 32.7 perches, thence east 74 perches to east section line and thence south 32.7 perches to the place of beginning, containing 15 acres and 18 perches.

No. 7

John Stover and wife,  
to  
Michael Klugh,

Warranty Deed,  
Dated and Acknowledged Feb. 3rd, 1834  
Rec. Feb. 7th, 1834  
Vol. "L", page 197.

Conveys part of the southeast quarter of Section No. 28, Township No. 11, Range No. 8. Beginning for the same at a post on the south line of said quarter 74 rods west from the southeast corner thereof, thence running north 65.2 perches to northwest corner of an out lot in said quarter owned by said Michael Klugh, thence east with said lot 74 rods to the east line of quarter, thence north 1 rod, thence west with Wm. Bentzer's lot 74 rods, thence north 13.7 rods, thence west 26 rods, thence south 80 rods to south line of Section, thence east 25.3 rods to the place of beginning, containing 13 acres and 40 perches more or less.

## No. 8

Michael Clugh and wife,  
to  
James Black.

Warranty Deed,  
Dated and Acknowledged Mch. 1st, 1839  
Rec. Mch. 1st, 1839  
Vol. "V", page 234.

Conveys the following premises situate in the County of Stark and State of Ohio, and known as being part of the southeast quarter of Section No. 28, in Township No. 11, in Range No. 8. Beginning for the same at a post on the south line of said quarter 74 rods west from the southeast corner thereof, thence running north 65.2 perches to the northwest corner of an out lot in said quarter section owned by said Michael Clugh, thence east with said lot 74 rods to the east line of said quarter, thence north one rod, thence west with Wm. Petritz lot 74 rods, thence north 13.7 rods, thence west 26 rods, thence south 80 rods to the south line of Section, thence east 25.3 rods to the place of beginning, containing 13 acres and 40 perches more or less.

Also one other lot or tract of land being part of said southeast quarter section and is bounded as follows: Beginning for the same at a post on the east line of said section number 32.9 perches from the southeast corner thereof, the same being northeast corner of Allowees Seebold's lot in said quarter, thence running west 74 perches, thence north 32.7 perches, thence north 32.7 perches, thence east 74 perches to the east section line, and thence south 32.7 perches to the place of beginning, containing 15 acres and 18 perches.

## No. 9

James Black and wife,  
to  
John Pecher.

Warranty Deed,  
Dated and Acknowledged Feb. 12th, 1850  
Rec. Feb. 13th, 1850  
Vol. 45, page 36.

Conveys the following described real estate situated in Stark County and State of Ohio, to-wit: Part of the southeast quarter of Section No. 28, in Township No. 11, of Range No. 8. Beginning on the south line 74 rods west of the southeast corner of said quarter, thence north 32.5 rods to a post, thence east 74 rods to the east line of said quarter, thence north along said line 33.7 rods to lands of Solomon Kasey, thence west along said lands 74 rods, thence north along said Kasey's land 13.7 rods, thence west 26 rods, thence south 80 rods to the south line of said quarter, thence east along said line 25.3 rods to place of beginning, containing 28.58 acres more or less.

## No. 10

John Pecher and wife,  
to  
Peter Loutzenheiser,

Warranty Deed,  
Dated and Acknowledged Oct. 17th, 1853  
Rec. Oct. 24th, 1853  
Vol. 56, page 27

Conveys same premises described at Section No. 9 above.

## No. 11

John Stover and wife,  
to  
Peter Loutzenheiser,

Warranty Deed,  
Dated and Acknowledged Mch. 26th, 1832  
Rec. March 31st, 1832  
Vol. "J", page 166

Conveys the following described tract or lot of land situate and lying in Stark County and is a part of the southeast quarter of Section No. 28, Township No. 11, and Range No. 8, and is bounded as follows: Beginning at the southeast corner of said Section, thence running west 74 perches, thence north 21 perches and .6 of a perch, thence east 74 perches to east line of Section, thence south 22 perches to the beginning, containing 10 acres and 12 perches.

## No. 12

John Stover, and wife,  
to  
Allowees Seebold.

Warranty Deed,  
Dated and Acknowledged Mch. 26th, 1832  
Rec. March 31st, 1832  
Vol. "J", page 165.

Being part of southeast quarter of Section No. 28, Township No. 11, Range No. 8. Beginning at a post on the east line of said Section 22 perches north from southeast corner thereof, the same being northeast corner of Peter Loutzenheiser lot in said quarter, thence running west 74 perches, thence north 10 perches and .9 of a perch, thence east 74 perches to east line of Section, thence south 10.9 perches to beginning, containing 5 acres and 6 perches.

No. 13

Allowees Seebold and wife,  
to  
Peter Loutzenheiser,

Warranty Deed,  
Dated and Acknowledged Feb. 14th, 1833  
Rec. Feb. 23rd, 1833  
Vol. "K", page 95.

NOTE:—Conveys same premises described at Section No. 12 above. Grantor is acknowledged "Allowees Seebold," and signed his name in German, which signature we cannot read.

No. 14

John Stover and wife,  
to  
William Pence,

Warranty Deed,  
Dated and Acknowledged Mch. 26th, 1832  
Rec. March 31st, 1832  
Vol. "J", page 167

Conveys the following described lot or tract of land, the same being part of the southeast quarter of Section No. 28, Township No. 11, and Range No. 8, and is bounded as follows: Beginning for the same at a post on east section line 66.6 perches north from the southeast corner of said Section, the same is 1 rod north from the northeast corner of Michael Clugh's lot in said quarter, thence running west 74 perches to a post 1 rod north of said Michael Clugh's northwest corner, thence north 13 perches and .7 of a perch, thence east with John Long's line 74 perches to east section line and thence south 13.5 perches to the place of beginning, containing 6 acres and 46 perches.

No. 15

William Pence and wife,  
to  
Lewis Werre,

Warranty Deed,  
Dated and Acknowledged Mch. 24th, 1836  
Rec. July 5th, 1836  
Vol. "Q", page 4.

Conveys the following described tract or lot of land situated in the County of Stark and State of Ohio, and being a part of the southeast quarter of Section No. 28, in Township No. 11, and in Range No. 8, and is bounded as follows: Beginning for the same at a post on east section line 66.6 perches north from the southeast corner of said section (the same is one rod north from the northeast corner of Michael Clugh's lot in said quarter) thence running west 74 perches to a post one rod north of said Michael Clugh's northwest corner, thence north 13 perches and .7 of a perch, thence east with John Long's line 74 perches to east Section line, and thence south 13.5 perches to the place of beginning, containing 6 acres and 46 perches.

No. 16

Lewis Weary's  
Will.

1836, August 16th, Dated,  
1836, November 7th, Probated.  
Will Rec. "B", page 141

First: It is my will that my funeral expenses and all my just debts be fully paid.  
Second: I give, devise and bequeath to my beloved wife, Elizabeth Weary, in lieu of her dower the plantation on which we now reside, situate in Plain Township, Stark County, Ohio, containing 6 acres and 46 rods and all my live stock, cows, sheep, hogs, by me now owned and kept thereon, also all my household furniture and other things not particularly named and otherwise disposed of in this will, she however first disposing of a sufficiency thereof to pay my just debts as aforesaid.

And I do give and bequeath unto my wife, Elizabeth Weary, all the money now in my possession and all the bonds, notes, due bills and accounts now due me to keep and dispose of just as she pleases and that my wife Elizabeth Weary shall have full power to sell the above described tract of land at any time after my death and make a good title for the same and keep the money for her own use.

No. 17

Lewis Weary's  
Estate

1836, Nov. 7th, Probate of Will  
Elizabeth Weary, Adm. with the will annexed.  
1836, Nov. 7th, Letters of Admr. with copy  
issued.  
No further record.  
Admr. Doc. "A", page 337.

No. 18

Elizabeth Weary  
to  
Adam Blinn.

Warranty Deed,  
Dated and Acknowledged Sept. 26th, 1842  
Rec. Sept. 26th, 1842  
Vol. 28, page 241.

NOTE:—Conveys same premises described at No. 15 above. Elizabeth Weary signed by mark.

No. 19

We can find no deed from Adam Blinn to Elizabeth Weary on record in Stark County Recorder's Office.

No. 20

Elizabeth Weary  
to  
George Rigler and Louisa, his wife,  
Henry Weary, Catherine Baker,  
George Bender and Fredericka, his wife,  
Eberhard Bender and Henrietta, his wife,  
and Elizabeth Weary.

Deed,  
Dated and Acknowledged July 11th, 1843  
Rec. July 13th, 1843  
Vol. 30, page 321.

Conveys part of the southeast quarter of Section No. 28, Township No. 11, Range No. 8, bounded as follows: Beginning at a post on the east section line 66.6 perches north from the southeast corner of said Section, thence running west 74 perches to a post, thence north 13.7 Perches to a post, thence east with John Long's line 74 perches to the east Section line, thence south 13.5 perches to the place of beginning, containing 6 acres and 46 perches more or less.

One-sixth part thereof to said George Rigler and Louisa, his wife; another sixth part thereof to said Henry Weary, the same to said Catherine Baker, the same to said George Bender and Frederika, his wife; the same to said Eberhard Bender and Henrietta, his wife; and the same to the said Elizabeth Weary.

To have and to hold the same, with the appurtenances unto them, their heirs and assigns forever, provided always, and these presents are upon the express condition that in case the said Elizabeth Weary, the dower, may be in want of the whole or any part of the purchase money above mentioned for her actual maintenance and support and on giving notice thereof to the said donees shall and will well and truly pay her so much thereof, or the whole if it may be needed for that purpose, and in such proportion as it may be necessary, provided further that in case the donor shall again enter into a marriage contract, that her husband by sade marriage shall have no right, title or interest in or to the same claim or demand, but the same shall be and continue for her sole use and benefit under the restrictions aforesaid, that is to say, in case of the inability on the Part of her husband to provide for and maintain her, in the same manner as though she had remained sole and unmarried.

And whereas the said Elizabeth Weary, the donor, heretofore sold and conveyed to one Andrew Blinn the premises aforesaid, taking his notes secured by mortgage on the same for the purchase money thereof, being for the sum of \$450 the the said Elizabeth Weary in consideration that the said Donees will repay the same amount to her if required in mannner and upon the conditions aforesaid, thereby transfer and assign unto them and their assigns all her right, title, interest and estate, in and to said notes and mortgage.

NOTE:—Grantor signed by mark.

No. 21

On July 13th, 1843, Elizabeth Weary was married to Phillip Shaffer.  
Marriage Rec. "B", page 198.

No. 22

Philip Shaefer and Elizabeth, his wife,  
John G. Reigler and Louisa, his wife,  
Catherine Baker and Henry Weary and wife,  
Augustus Janson and Elizabeth, his wife,  
George Bender and Frederica, his wife,  
Eberhard Bender and Henrietta, his wife,  
to  
Solomon Kasey.

Warranty Deed,  
Dated Jan. 2nd, 1847,  
Acknowledged Jan. 2nd and Sept. 27th, 1847  
Rec. Nov. 24th, 1847  
Vol. 40, page 9.

Conveys the same premises described at section No. 20.

NOTE:—Deed does not recite that Catherine Baker was unmarried.

Philip Schaefer and Elizabeth, his wife, Henry Weary, George Bender and Frederica, his wife signed in German. Elizabeth Schaefer, Catherine Baker and Henrietta Bender signed by mark.

No. 23

Peter Loutzenheiser and  
Rebecca, his wife,  
to  
Solomon Keasey.

Warranty Deed,  
Dated and Acknowledged Mch. 29th, 1854  
Rec. April 5th, 1854  
Vol. 57, page 344.

Conveys the following real estate, being part of the southeast quarter of Section No. 28, Township No. 11, Range No. 8. Beginning for the same at a post on the eastern boundary of said quarter section at the end of 3 chains 37½ links south from the southeast corner of John Long's land for part of said quarter section and running with the east line of other lands of the said Solomon Keasey, west 12 chains 7 links to a post, thence south 32 links to a post, thence east and parallel to the first line 12 chains and 7 links to the east line of said quarter, thence with it north 32 links to the beginning, and containing .41 of an acres of land.

NOTE:—Rebecca Loutzenheiser signed by mark.

No. 24

On Aug. 14th, 1827, one Valentine Shook and wife conveyed to John Long part of the southeast quarter of Section No. 28, Township No. 11, Range No. 8. Beginning at a post on the northeast corner of George Miller's land, thence east 100 perches to a post on the east line of said section, along the same south 79 perches to a post, a corner of David Shook's land, thence by the same west 99 perches and .2 perches to a post, and north 79 perches and .4 perches to the place of beginning, containing .49 acres and .58 of an acre. The above described land was conveyed by George H. Rex and Mary, his wife, on the 25th day of May, in the year 1813. Vol. "G", page 40.

NOTE:—This deed is used in this Abstract to show that southeast corner of John Long's land was also the northeast corner of David Shook's land. See Section No. 4 above.

No. 25

Solomon Keasey and wife,  
to  
Elizabeth Loutzenheiser.

Warranty Deed,  
Dated and Acknowledged Feb. 21st, 1863  
Rec. Feb. 27th, 1863  
Vol. 79, page 379.

Conveys part of the southeast quarter of Section No. 28, Township No. 11, Range No. 8, bounded as follows: Beginning at a post on the east section line 66.6 perches north of the southeast corner of said section, thence running west 74 perches to a post, thence north 13.7 perches to a post, thence east with John Long's line 74 perches to the east section line, thence south 13.5 perches to the place of beginning, containing 6 acres and 46 perches more or less.

Also a part of the southeast quarter of Section No. 28, Township No. 11, and Range No. 8. Beginning for the same at a post on the east boundary of said quarter section at the end of 3 chains 37½ links south from the southsoutheast corner of John Loutz's land for part of said quarter section running thence with the south line of the above described tract of land west 12 chains 7 links to a post, thence south 32 links to a post, thence east and parallel to the first line 12 chains and 7 links to the east line of said quarter, thence with it north 32 links to the place of beginning, and containing .41 of an acre of land.

Also other premises.

There is no will or administration on the estate of Elizabeth Loutzenheiser in Stark County Probate Office.

William J. Loutzenheiser  
vs.  
George W. Loutzenheiser,  
Orrin H. Loutzenheiser,  
John H. Loutzenheiser,  
Leonora A. Lind,  
George W. Cross and  
The Singer Mfg. Co.

In Common Pleas Court,  
Partition.  
1894, Oct. 27th, Petition and Praecipe filed.  
1894, Oct. 27th, Summons issued.  
1894, Nov. 5th, Summons returned served.  
1894, Nov. 19th, Answer filed.  
1895, Jan. 12th, Reply filed.  
1895, Feb. 13th, Leave to answer inst.  
1895, Feb. 13th, Answer and Cross petition of  
Geo. W. Cross filed.  
1895, Feb. 13th, Answer and Cross petition of  
Singer Mfg. Co. filed.  
1895, June 5th, Reply filed.  
1895, July 3rd, Trial to Court finding etc. Par-  
tition ordered. Notice of appeal. Bond,  
\$200.00.  
1895, Aug. 8th, Writ of partition issued.  
1895, Aug. 10th, Writ of partition returned en-  
dorsed.  
1895, Aug. 15th, Report of Commissioners ap-  
proved and sale ordered.  
1895, Aug. 19th, Order of sale issued.  
1895, Oct. 1st, Order of sale returned end: first  
tract sold to Geo. W. Oren and John H.  
Loutzenheiser and L. A. Lind for \$6800.00.  
Second and third tracts sold to Martin  
Fierstose for \$1440.00.  
Hiram Doll, Shff.  
1895, Oct. 8th, Sale confirmed, deed ordered  
and order of distribution.  
App. Doc. 68, page 10128.  
Rec. Vol. 136, page 250.

## Petition:

Plaintiff has a legal right to and is seized in fee simple as son and one of the heirs at law of Joseph Loutzenheiser who died on the \_\_\_\_ day of Aug, 1892, and of Elizabeth Loutzenheiser who died on the 2nd day of December, 1888, of the undivided one fifth part of the following described real estate situated in the County of Stark and State of Ohio, and being the north one-half of the northeast quarter of Section No. 28, Township No. 11, Range No. 8, (Plain Township) also parts of southeast quarter of Section No. 28, Township No. 11, Range No. 8, described as follows:

2nd Tract: Beginning at a post on the east section line 66.6 perches north of the south-east corner of said section, thence running west 74 perches to a post, thence north 13.7 perches to a post, thence east with John Long's line 74 perches to the east section line, thence south 13.5 perches to place of beginning, containing 6 acres 46 perches.

3rd Tract: Beginning at a post on the east boundary of said quarter section at the end of 3 chains 37½ links south from the southeast corner of John Long's land for part of said quarter section and running thence with the south line of above described tract of land west 12 chains 7 links to a post, thence south 32 links to a post, thence east parallel to the first line 12 chains and 7 links to the east line of said quarter, thence with it north 32 links to place of beginning, containing .41 acres.

Defendants, Geo. W. Loutzenheiser, Orrin H. Loutzenheiser, John H. Loutzenheiser are the sons and Leonora A. intermarried with one Willard H. Lind, is the daughter of said Joseph and Elizabeth Loutzenheiser deceased and are tenants in common with plaintiff in said premises each owning an undivided 1-5 part thereof.

Prays for Partition.

## Service:

State of Ohio, Stark County, ss:

On the 27th day of October A. D. 1894, at 9 o'clock, I received this summons and on the 30th day of October, A. D. 1894, I served the within named George W. Loutzenheiser, Orrin B. Loutzenheiser and Leonora A. Lind, by delivering to each of them a true and certified copy of this writ and indorsements thereon, and on the same day I left a like copy at the usual place of residence of the Within named John H. Loutzenheiser and George W. Cross. And on the same day I served the within named The Singer Mfg. Co. by leaving at its office and place of business in Canton, Stark County, Ohio, with R. E. Race, its clerk, and who had charge of its office a true and certified copy of this summons and indorsements thereon.

Hiram Doll, Sheriff. (over)

Answer of Geo. W. Cross set up mortgage noted at section No. 57 below. Answer of The Singer Mfg. Co. set up mortgage noted at section No. 58 below.

Partition:

Commissioners reported that said premises could not be divided without manifest injury and appraised said second and third tracts at \$1500.00

The said tracts were sold to Martin Fierstos for \$1440.00.

Sale confirmed and deed ordered.

No. 28

Hiram Doll, Sheriff of  
Stark County, Ohio,  
to  
Martin Fierstos.

Sheriff's Deed,  
Dated and Acknowledged Oct. 8th, 1895  
Rec. Nov. 23rd, 1895  
Vol. 329, page 169.

Conveys part of the southeast quarter of Section No. 28, Township No. 11, Range No. 8, described as follows: Beginning at a post on the east section line 66.6 perches north of the southeast corner of said Section, thence running west 74 perches to a post, thence north 13.7 perches to a post, thence east with John Long's line 74 perches to the east section line, thence south 13.5 perches to the place of beginning, containing 6 acres and 46 perches.

Also another tract in the same section described as follows: Beginning at a post on the east boundary of said quarter section at the end of 3 chains and 37½ links south from the southeast corner of John Long's land for part of said quarter section and running thence with the south line of above described tract of land west 12 chains and 7 links to a post, thence south 32 links to a post, thence east and parallel to the first line 12 chains and 7 links to the east line of said quarter, thence with it north 32 links to the place of beginning, containing .41 acres.

This conveyance is made by virtue of proceedings noted above.

No. 29

Peter Loutzenheiser's  
Will.

1881, Oct. 21st, Dated.  
1882, June 22nd, Probated.  
Will Rec. "F", page 519.

First: I give and bequeath to my beloved wife, Rebecca Loutzenheiser, in lieu of her dower and other share of my estate, part of the southwest quarter of Section No. 27, in Township No. 11, of Range No. 8, in Stark County, Ohio, containing 10 acres and being part of the same land I purchased from Hiram R. Wise, also a part of the southeast quarter of Section No. 28, in said Township, containing 43 acres and being all the land I own in said section for and during her natural life; also all of my personal property of whatever kind for and during her natural life and \$500 in money to be paid to her by my Executor, out of the first moneys which come into his hands from my estate, the same to be hers absolutely.

Second: It is my will that the balance of my real estate be sold by my Executor hereinafter named as soon after my death as practicable, at public or private sale, and upon such terms of credit as to him shall seem best and as soon after the death of my said wife as practicable to also sell the said lands and property so bequeathed to her, at public or private sale and upon such terms of credit as to him shall seem best and to that end I hereby authorize and empower him to execute, acknowledge and deliver to purchaser deeds in fee simple for the same.

Third: The proceeds of all my real estate and other property I give and bequeath to my sons and daughters, William Loutzenheiser, Jacob Loutzenheiser, Joseph Loutzenheiser, George Loutzenheiser, John Loutzenheiser, Peter V. Loutzenheiser, Hannah L. Mountain, Amanda L. Pontius and Rebecca L. Stetler, or their legal representatives share and share alike, subject however to any advancements, which I have heretofore made or may make hereafter to them or either of them, and provide also that if at any time my Executor shall have any money to distribute to the legatees above named and it shall then appear that the respective husbands of my said daughters, Hannah L. Mountain and Rebecca L. Stetler, are still living then and in that event it is my will that their respective shares of my estate be paid to my son John Loutzenheiser, in trust to invest the same at interest and annually or oftener if practicable, to pay the interest thereon to my said daughters, Hannah L. Mountain and Rebecca Stetler, respectively during their respective covertures and after said covertures cease to exist, pay to said Hannah L. Mountain and Rebecca Stetler or their legal representatives their respective principal sum of money it being my intention that their respective husbands shall have no interest whatever in said bequests.

I hereby constitute and appoint my son Peter V. Loutzenheiser to be the Executor of this will and I request that no bond shall be required of him by the Probate Court as such Executor.

Peter Loutzenheiser's  
Estate.

1882, June 22nd, Will Probated,  
Will Recorded.  
Peter V. Loutzenheiser, Executor.  
No bond required.  
Letters issued.  
Citation to widow issued.  
Citation returned, service acknowledged.  
Widow elects under will.  
Inventory and appraisement filed.  
1883, March 30th, Sale bill filed.  
1883, June 11th, First partial account filed.  
1885, Sept. 17th, Sale bill filed.  
1887, May 3rd, Final account filed.  
Admr. Doc. "F", page 450.

## No. 31

On June 22nd, 1882, Rebecca Loutzenheiser, widow of Peter Loutzenheiser deceased, elected to take under the will of her said husband.  
Journal "I", page 151.

## No. 32

George Loutzenheiser and wife,  
to  
John Loutzenheiser.

Quit Claim Deed.  
Dated June 14th, 1882.  
Acknowledged June 14th and 16th, 1882.  
Rec. Dec. 11th, 1883.  
Vol. 200, page 275.

Conveys the undivided 1-9 interest in and to the following described premises to-wit: Part of the southeast quarter of Section No. 28, Township No. 11, and Range No. 8, bounded as follows: Beginning at the southeast corner of said Section, thence running west 74 perches, thence north 21 perches and .6 of a perch, thence east 74 perches to east line of Section, thence south 22 perches to the beginning, containing 10 acres and 12 perches.

Parcel No. 2: Being part of the southeast quarter of Section No. 28. Beginning at a post on the east line of said section 22 perches north from the southeast corner thereof, the same being northeast corner of above named tract, thence running west 74 perches, thence north 10 perches and .9 of a perch, thence east 74 perches to the east line of Section, thence south 10.9 perches to place of beginning, containing 5 acres and 6 perches.

Parcel No. 3: Part of the southeast quarter of Section No. 28, of Township No. 11, of Range No. 8, bounded as follows: Beginning on the south line 74 rods west of the southeast corner of said quarter, thence north 32.5 rods to a post, thence east 74 rods to the east line of said quarter, thence north along said line 33.7 rods to lands of Elizabeth Loutzenheiser, thence west along said land 74 rods, thence west along said Loutzenheiser's land 74 rods, thence north along said Loutzenheiser's land 13.7 rods, thence west 26 rods, thence south 80 rods to the south line of said quarter, thence east along said line 25.3 rods to the place of beginning, containing 28.58 acres, more or less.

## No. 33

Peter V. Loutzenheiser as Executor  
of the estate of  
Peter Loutzenheiser, Deceased.  
to  
Jacob D. Loutzenheiser.

Exrs. Deed.  
Dated and Acknowledged April 17th, 1885.  
Rec. April 22nd, 1885.  
Vol. 213, page 43.

Conveys the following described real estate, situate in Plain Township, and being a part of the southeast quarter of Section No. 28, Township No. 11, and Range No. 8, and bounded as follows: Beginning at southeast corner of said quarter Section, thence west on Section line 25.26 chains to a stone, thence north 3 degrees 20' east 20.12 chains to a stone, thence south 86 degrees 15' east 6.57 chains to a stone, thence south and parallel with second distance herein 3.42 ----- to a point, thence south 86 degrees 10' east 6.65 chains to a post, thence south and parallel with second distance herein .32 chains to a point, thence south 86 degrees 10' east 12.07 chains to an iron pin in center of Randolph road, thence south along center of said road 16.21 chains to the place of beginning, containing 43.81 acres of land more or less.

Also conveys other premises.

NOTE: Deed recites that conveyance is made by virtue of the terms of the last will of said testator and that Rebecca Loutzenheiser, widow, died prior to March 18th, 1885.



No. 34

We note a case of Wm. Mountain vs. Peter V. Loutzenheiser, Exr. of the estate of Peter Loutzenheiser and Jac. D. Loutzenheiser, wherein plaintiff claims to have been the actual purchaser of said premises and wherein the Court ordered deed executed to said plaintiff, but since such deed has been executed and Jac. D. Loutzenheiser has quit claimed all interest in said premises, we do not set out said case in full.

App. Doc. 57, page 3786.

No. 35

Peter V. Loutzenheiser, Exr.  
of the last will and testament of  
Peter Loutzenheiser, deceased,  
to  
William M. Mountain.

Exrs. Deed.  
Dated and Acknowledged June 3rd, 1886  
Rec. June 4th, 1886.  
Vol. 221, page 363.

Conveys the following described real estate, situate in Stark County, Ohio, to-wit: A part of the southeast quarter of Section No. 28, Township No. 11, of Range No. 8, bounded as follows: Beginning at the southeast corner of said quarter section, thence west on the section line 25.26 chains to a stone, thence north 3 degrees 20' east 20.12 chains to a stone, thence south 86 degrees 15' east 6.57 chains to a stone, thence south and parallel with the second distance herein 3.42 chains to a point, thence south 86 degrees 10' east 6.65 chains to a point, thence south and parallel with second distance herein 0.32 chains to a point, thence south 86 degrees 10' east 12.07 chains to an iron pin in centre of Randolph road, thence south along the center of said road 16.21 chains to the place of beginning, containing 43.8 acres more or less.

Also a part of the southwest quarter of Section No. 27 in said Township and Range aforesaid: Beginning at a point in the center of the Randolph road at the southwest corner of said quarter section, thence north 3 degrees 20' east and along the center of said road 16 chains to an iron pin, thence south 86 degrees 40' east 7.14 chains to an iron pin, thence south 3 degrees 45' west 16.03 chains to an iron pin on Section line, thence west on Section line 7.07 chains to the place of beginning, containing 11.37 acres more or less.

This conveyance recites the proceedings mentioned in section No. 34 above.

No. 36

W. M. Mountain and  
Hannah L., his wife,  
to  
Martin Fierstos.

Warranty Deed.  
Dated and Acknowledged June 3rd, 1886.  
Rec. June 4th, 1886  
Vol. 221, page 365.

Conveys part of the southeast quarter of Section No. 28, Township No. 11, Range No. 8. Beginning at the southeast corner of said quarter section, thence west on Section line 25.26 chains to a stone, thence north 3 degrees 20' ----- 20.12 chains to a stone, thence south 86 degrees 15' east 6.57 chains to a stone, thence south and parallel with second distance herein 3.42 chains to a point, thence south 86 degrees 10' east 6.65 chains to a point, thence south and parallel with second distance herein .32 chains to a point, thence south 86 degrees 10' east 12.07 chains to an iron pin in center of Randolph road, thence south along center of said road 16.21 chains to the place of beginning, containing 43.81 acres of land more or less.

Also conveys the 11.37 acre tract described at section No. 35 above.

No. 37

J. D. Loutzenheiser and  
Maria, his wife  
to  
Martin Fierstos.

Quit Claim Deed.  
Dated and Acknowledged May 31st, 1886.  
Rec. June 8th, 1917.  
Vol. 591, page 295.

Conveys same premises described at section No. 36 above.

NOTE: The name of one Grantor is written in body of deed and acknowledgment "Jacob D. Loutzenheiser," but signed as above.

No. 38.

Martin Fierstos'  
Estate.

1919, Oct. 6th, Will probated.  
1919, Oct. 23rd, Application filed.  
John B. Fierstos, Exr.  
Bond filed and approved.  
Letters issued.  
1921, Feb. 24th, First account filed.  
1922, Feb. 1st, Final account filed.  
Inheritance tax paid.  
Admr. Doc. "P", page 393,

Application to probate will recites that Martin Fierstos died Sept. 19th, 1919, leaving no widow and the following persons all his next of kin:

Magdalene Boron, Philomena Boron, Elnora Fierstos, Elizabeth Fesne, Edward Fierstos, Clara Dehn and William Fierstos.

## No. 40

Martin Fierstos'  
Will.

Will dated Aug. 30th, 1919.  
Probated Oct. 6th, 1919.  
Will Rec. 38, page 380.

Item one provides for payment of debts.

Item two: It is my will that all of my real estate which I may die possessed of shall be sold within two years after my death by my executor hereinafter named for such price and upon such terms and under such restrictions as in his judgment are proper, hereby empowering him to execute the necessary deeds or other instruments therefor and further empowering him, if in his judgment the same shall be beneficial to said estate, to plat any or all of said real estate which I may die possessed of, dedicating the necessary streets and alleys therefor and to provide such restrictions for the land so platted as in his judgment are proper. All deferred payments for any real estate so sold shall be secured by first mortgage on the premises so sold. I hereby empower my said executor, if he deems the same advisable to convert any evidence of indebtedness so obtained and any security therefor, into money, if he deem the same advantageous to said estate.

Will further provides for the distribution of the proceeds of the sale of the personal and real estate by the executor among the heirs.

Item four: I hereby nominate and appoint John B. Fierstos to be the Executor of my estate with all powers hereinbefore mentioned for my executor.

## No. 41

John B. Fierstos, Executor of the estate  
of Martin Fierstos, deceased,  
vs.

Magdalena Boron, Philomena Boron,  
Elnora Fierstos, Clara Dehn, Elizabeth  
Fesne, Edward Fierstos, Philomena  
Boron. Trustee, William Fierstos, and  
the following minors:  
Mary Fierstos, Joseph Fierstos, Lawrence  
Fierstos, Margaret Fierstos, Julia Fierstos,  
Bernard Fierstos.

1921, Aug. 17th, Petition and Praecipe filed.  
Summons issued.

1921, Aug. 18th, Certificate to Probate Court  
issued.

1921, Aug. 23rd, Summons returned served on  
Magdalena Boron, Philomena Boron, Ele-  
nor Boron, Clara Dehn, Philomena Boron  
Trustee, William Fierstos and the follow-  
ing minors: Mary Fierstos, Joseph Fierstos  
Lawrence Fierstos, Margaret Fierstos,  
Julia Fierstos, and Bernard Fierstos, and  
Elizabeth Fierstos, and Edward Fierstos,  
also Edward Fierstos, Gdn. of the above  
named minors.

1921, Oct. 21st, Hubert C. Pontius appointed  
Guardian ad litem.

1921, Oct. 21st, Answer of Guardian ad litem  
filed. Answer of defts. filed.

1921, Nov. 21st, Decree construing will.

App. Doc. 109, page 34537.

Rec. 236, page 320.

This was an action to construe the will of Martin Fierstos and especially item two of said will in so far as it affects the lease rights of the Lease Recorded in Vol. 13, page 140-141 and 142. Petition sets forth the terms of said will and a copy of said lease.

Service was made on the defendant as above noted in the Docket entries. The Return of the summons made by the Sheriff shows the name of Elnora Boron instead of Elnora Fierstos and Elizabeth Fierstos instead of Elizabeth Fesne.

Entry: This cause came on to be heard upon the petition of the plaintiff herein and the answers of the Defendants, and the Court finds that all the defendants have been duly served with summons and that all of said defendants have duly answered herein; the Court further finds that Martin Fierstos died testate, leaving a will set out in the petition herein, that said will has been duly admitted to probate in Stark County, Ohio, and that the plaintiff herein is the duly appointed, qualified and acting Executor of said estate, coming on now to the interpretation of said will as applying to the rights of the instrument set out in the application herein, it is the judgment of the Court that the rights of the estate of Martin Fierstos in, to and under a certain written instrument, copy which is attached to the petition, marked Exhibit "A" which instrument is recorded in lease record No. 13, page 140, 141 and 142, of the lease records in the Recorder's Office, Stark County, Ohio, are personal property and not real estate and the executor under the power to sell real estate granted in such will has no authority to sell the rights, under such instrument, and that the rights of said estate under such instrument must be administered in accordance with law governing the administration and disposition of personal property of deceased persons.

In re estate of  
Martin Fierstos, deceased.

## Sale of Coal Lease.

1921, Nov. 17th, Application filed; copy of coal lease filed. Hearing had, application granted. Private sale of said rights ordered at not less than \$3000.00. Order of private sale issued.

1921, Dec. 6th, Order of private sale returned executed. Rights sold to Magdalene Boron, Philomena Boron, Eleanor Fierstos, Elizabeth Fesne and Clara Dehn for \$3000.00. Hearing had, sale confirmed and transfer ordered.

Civil Doc. "S", page 356.

Mis. Rec. "M", page 383.

This was an application by the Executors of the estate of Martin Fierstos for the sale of lease rights, in a certain lease recorded in Vol. 13, page 140-141 and 142 and noted at section No. 61 below, and set forth in this application. The Court ordered the sale of said lease rights for not less than \$3000 at private sale. Said Executor reported the sale of said lease to Magdalene Boron, Philomena Boron, Elizabeth Fesne, Clara Dehn, and Eleanor Fierstos, which sale was confirmed and said Executor was authorized and directed to sell, transfer and assign to the purchasers all of the right, title and interest of said estate in and to said instrument.

## No. 43

John B. Fierstos,  
Executor of Martin Fierstos' estate,  
to  
Magdalene Boron, Philomena Boron,  
Eleanor Fierstos and Elizabeth Fesne,  
and Clara Dehn.

## Executor's Deed.

Dated and Acknowledged Dec. 5th, 1921.

Rec. Dec. 6th, 1921.

Vol. 755, page 211.

Conveys part of the southeast quarter of Section No. 28, and the southwest quarter of Section No. 27, of Township No. 11, Range No. 8, bounded and described as follows: Beginning for the same at the southeast corner of the southeast quarter of Section No. 28, thence west along the south line of said quarter section 25.26 chains to a point, thence north 3 degrees and 20' east 20.12 chains to a point, thence south 86 degrees and 15' east 25.07 chains to a point in the east line of said quarter section, thence south along said quarter section line 7.51 chains to a point, which point is 831 feet north of the southeast corner of said quarter of Section No. 28, thence south 84 degrees and 30' east 7.14 chains to a point, thence south 3 degrees and 45' west 11.11 chains to a point, which said point is 95 feet north of the south line of said southwest quarter of Section No. 27, upon a continuation of the line last mentioned, thence west and parallel with the south line of said southwest quarter of Section No. 27, 7.07 chains to a point in the section line, between sections 27 and 28, thence south along said section line 95 feet to the place of beginning, containing 58.56 acres of land more or less, subject to and limited by, however, all of the rights of the Sonnhalter Coal Mining Co., its successors and assigns under and by virtue of a certain written instrument entered into by and between Martin Fierstos, living in life, and Phillip Sonnhalter and by Phillip Sonnhalter assigned to the Sonnhalter Coal Mining Co., said instrument being recorded in lease Rec. 13 page 140-141-142 of the lease records in the Stark County Recorder's Office.

Deed recites the provisions of the will of Martin Fierstos.

NOTE the name of "Clara Dehn" as one of the grantees appears in the habendum clause of this deed, but her name does not appear in the granting clause.

## No. 44

On May 16th, 1922, Magdalene Boron et al, conveyed to Jeannette Smith Armitage the following: Part of the southwest quarter of Section No. 27, Township No. 11, Range No. 8, beginning for the same on the west line of said section No. 27, north 3 degrees 20' east 459.55 feet from an iron pin at the southwest corner of said section, thence with the west line of said section north 3 degrees 20' east 370.9 feet to the southwest corner of a 2.49 acre tract described in deed record 509, page 298 from Philip Sonnhalter to the Sonnhalter Coal Mining Co., thence with the south line of said tract south 86 degrees 29' east 470.7 feet to a steel pin set at the southeast corner of said 2.49 acre tract, thence south 3 degrees 37' west 370.9 feet to a steel pin, thence north 86 degrees 29' west 468.87 feet to the place of beginning, containing 4 acres.

Vol. 757, page 542.

Magdalena Boron, Philomena Boron,  
Elnora Fierstos, Clara Dehn, and  
Elizabeth Fesne,

vs.

The Sonnhalter Coal Mining Co.,

1922, Mar. 1st, Petition and Praecept filed.

Summons issued.

1922, Mar. 6th, Summons returned served.

1922, Aug. 18th, Answer filed. \* \* \*

1923, Apr. 6th, Name of defendants ordered corrected to read "The A. F. Sonnhalter Coal Co." Cause settled. See entry "G5", page 413. Costs paid.

The entry in the settlement of this case is in part as follows: "The modification of the lease which is the further consideration of said compromise and settlement is as follows: That is to say, the defendant being the assignee and the owner of said lease to-wit: The lease and agreement entered into on the 18th day of Dec. A. D., 1907, by and between Martin Fierstos and Philip Sonnhalter, recorded in Stark County lease records Vol. 13, page 140, it is agreed between the parties hereto that there be and hereby is released and discharged and excluded from said lease and all further operations thereunder a parcel of said land described as follows, to-wit: Beginning at the common center of Market Ave. extension and the center of Oakwood Road where they intersect, thence along the middle line of Market Ave. extension north 208 feet, thence west parallel with the center line of Oakwood Road and 208 feet therefrom to a point one half the distance between the middle of Market Ave. Extension and the east line of the A. F. Sonnhalter Coal Company's land to-wit: a distance of 833.58 feet, thence south 208 feet to the center of Oakwood Road, thence east along the middle line of Oakwood Road to the place of beginning.

It is agreed that in all other particulars said lease shall remain in full force and effect according to the terms and conditions therein set forth.

It is further agreed that the defendant pay the costs of this suit, which are hereby adjudged against it.

It is therefore ordered and adjudged by the Court, that this action stand settled upon the terms aforesaid.

It is further ordered that upon the praecipe and at the costs of the plaintiffs, the Clerk be and he is hereby directed to have a certified copy of this decree put upon record in the office of the Recorder of this County and reference to the record of the same noted on the margin of the record of said lease.

F. E. Boron, Peter Fesne, John Boron,  
J. A. Dehn, Magdalena Boron, Clara Dehn,  
Elenora Fierstos, Elizabeth Fesne,  
Philomena Boron;

to

The Ohio Power Co.

Easement.

Dated Sept. 18th, 1922.

Rec. June 19th, 1923.

Vol. 761, page 341.

Gives easement and right over the premises of grantors and along the public highway to erect poles, wires, cables, etc. for transmitting electric energy, no location given as to where said company shall place its poles, etc.

Elizabeth Fesne

vs.

Magdalena Boron, Pilomena Boron,  
John Boron, Eleanor Fierstos, Clara Dehn,  
Joseph Dehn, Peter Fesne, Philomena  
Boron, Trustee for William Fierstos,  
A. F. Sonnhalter Coal Co., Edward  
Fierstos: William Fierstos.

1923, Oct. 10th. Petition and Praecipe filed.

Summons issued.

1923, Oct. 19th. Summons returned, served on  
all defendants. \* \* \*1923, Nov. 13th. Leave to Magdalena Boron,  
Philomena Boron, John Boron, Eleanor  
Fierstos, Clara Dehn, Joseph Dehn, Pilo-  
mena Boron, Trustee for Wm. Fierstos,  
Edward Fierstos and William Fierstos to  
plead.1923, Nov. 14th. Answer of A. F. Sonnhalter  
Coal Co. filed.

1923, Dec. 13th. Partition ordered.

1923, Dec. 17th. Writ of partition issued.

1923, Dec. 24th. Writ of partition returned,  
property appraised at \$78000.00.1924, Jan. 7th. Report of commissioners con-  
firmed and sale ordered.1924, Jan. 9th. Order of sale in partition is-  
sued. \* \* \*1924, Feb. 14th. Answer and Cross Petition of  
Philomena Boron, Trustee, filed \* \* \*  
Answer and Cross Petition of Edward Fier-  
stos, Gdn. filed. \* \* \* Answer of Magdalena  
Boron et al filed.

1924, Feb. 14th. Reply of Elizabeth Fesne filed.

1924, Feb. 11th. Order of sale returned, prop-  
erty sold to L. D. Paar for \$78,000.00.

Sale confirmed and deed ordered.

App. Doc. 117, page 39787.

Rec. 259, page 46.

This is an action for the partition of the premises described at Section No. 43 above, ex-  
cepting therefrom the 4 acre tract described at Section No. 44 above.

Petition recites that the plaintiff is seized in fee simple of an undivided 1-5 interest in the  
following real estate, (here follows the premises described at Section No. 43 above, except  
4 acres heretofore sold out of said tract to Jeanette Smith Armitage by deed dated May 16,  
1922, and recorded in Vol. 757, page 542 of the deed records of Stark County.)

That the defendants, Magdalena Boron, Philomena Boron, Eleanor Fierstos and Clara  
Dehn, are tenants in common with the Plaintiff and are each entitled to 1-5 interest in said  
premises, that the defendant Frank Edward Boron is the husband of Magdalena Boron and  
that John Boron is the husband of Philomena Boron, that Joseph Dehn is the husband of  
Clara Dehn, and that Peter Fesne is the husband of the plaintiff, each of whom have an in-  
choate right of dower in said premises, that the defendant Philomena Boron, Trustee for Wm.  
Fierstos, claims some mortgage interest, that William Fierstos claims to have some mort-  
gage interest and that the Defendants, Edward Fierstos and A. F. Sonnhalter Coal Co. has  
some interest in said premises.

Prays that said defendants be required to set up their interest or be forever barred and  
that the interests of the Plaintiff be set off to her in severality and if the same cannot be  
done without manifest injury, that said premises be sold according to law.

Service:

"Received this Oct. 10th, A. D., 1923, at 1 o'clock P. M. and pursuant to its command on  
Oct. 13th, 1923, I notified the within defendant, Clara Dehn, by delivering personally  
to her a true and certified copy of this writ with all endorsements thereon, and on Oct. 13th,  
1923, I notified the within named defendants, Joseph Dehn and Edward Fierstos, 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 Oct. 13th, 1923, I notified the within named defendant, A.  
F. Sonnhalter Coal Co., by delivering personally to A. F. Sonnhalter, president of the within  
company, a true and certified copy of this writ with all endorsements thereon, and on Oct.  
13th, 1923, I notified the within named defendants, Philomena Boron and Philomena Boron  
as Trustee for William Fierstos, by delivering personally to each of them a true and certified  
copy of this writ with all endorsements thereon, and on Oct. 15th, 1923, I notified the within  
named defendants, John Boron and Peter Fesne, 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  
Oct. 17th, 1923, I notified the within named defendant, Elenor Fierstos by delivering per-  
sonally to her a true and certified copy of this writ with all endorsements thereon, and on  
Oct. 17th, 1923, I notified the within named defendant Magdalena Boron by leaving for her  
at her usual place of residence, a true and certified copy of this writ with all endorsements  
thereon, and on Oct. 18th, 1923, I notified the within named defendant William Fierstos by  
leaving for him at his usual place of residence a true and certified copy of this writ with all  
endorsements thereon."

Charles W. Kirk, Sheriff.

Waiver:

The petition shows that Frank Edward Boron is the husband of Magdalena Boron, but his

name does not appear in the caption of this cause, but he waived summons and consented to sale.

The Defendant Edward Fierstos filed an answer as Guardian setting up a mortgage on said premises.

The Defendant, Philomena Boron as trustee filed an answer setting up a mortgage on said premises.

The Defendant, The A. F. Sonnhalter Coal Co., filed an answer setting up a coal lease, all the other defendants except William Fierstos filed answers.

The Court orders partition. The report of the commissioners shows that said premises could not be divided without manifest injury and that said premises was appraised at 78,000.00, which appraisal was approved and confirmed and sale of said premises ordered at public auction subject to said lease.

Premises sold to Louis D. Paar for \$78,000.00.

Sale confirmed and deed ordered.

#### No. 48

Charles W. Kirk, Sheriff of  
Clark County,  
to  
Louis D. Paar.

Sheriff's Deed.  
Dated and Acknowledged Feb. 14th, 1924.  
Rec. March 10th, 1924.  
Vol. 831, page 256.

Conveys said tract of 58.56 acres except 4 acres sold to Jeanette Smith Armitage, as herebefore described.

Deed recites that conveyance is made by virtue of proceedings noted above.

#### PLAT

North Market Avenue  
Heights No. 1.

Plat.  
Dated June 19th, 1924.  
Rec. July 10th, 1924.  
Plat Book 16, page 28.

This addition is laid out on land conveyed by deed noted above.

Lot #82 as platted fronts 50 feet on the south side of 31st St. N.W. and extends southwardly the same width 160 feet.

Said lot has a 50 foot front building line restriction and a 6 foot reservation in the rear for public utilities.

#### No. 49

Magdalena Boron and Frank E., her  
husband, Philomena Boron and John,  
her husband, Elizabeth Fesne and Peter,  
her husband, Clara Dehn and Joseph, her  
husband, Eleanor Fierstos, unmarried,  
to  
Louis D. Paar.

Quit Claim Deed.  
Dated and Acknowledged March 8th, 1924.  
Rec. March 10th, 1924.  
Vol. 831, page 258.

Same description as above.

NOTE: One grantor signs "Elenora Fierstos," but the name appears in body of deed and knowledge as above.

#### No: 50

The A. F. Sonnhalter Coal Company,  
a corporation, by A. F. Sonnhalter,  
President, Clementine Sonnhalter,  
Secretary,  
to  
Louis D. Paar.

Quit Claim Deed.  
Dated and Acknowledged March 19th, 1924.  
Rec. May 28th, 1924.  
Vol. 833, page

Quit claims all interest under and by virtue of lease noted at Section No. 63 below.

Grantor is designated as formerly having the corporate name of The Sonnhalter Coal Mining Company.

## No. 51

Louis D. Paar and E. Alice, his wife,  
to  
The North Market Avenue  
Heights Company.

Warranty Deed.  
Dated and Acknowledged July 21st. 1924.  
Rec. July 22nd, 1924.  
Vol. 833, page 537.

Same description as at Section No. 48 above.

Deed also recites the conveyance includes all of the lots in the North Market Avenue Heights Addition No. 1 to the City of Canton, Ohio, as platted and recorded in Vol. 16, pages 28 and 29 of the Stark County Plat Records in the name of Louis D. Paar.

## LIENS

## No. 52

Adam Blinn and wife  
to  
Elizabeth Weary.

Mortgage \$450.00.  
Dated and Acknowledged Sept. 26th, 1842.  
Rec. Sept. 26th, 1842.  
Vol. 29, page 121.  
Not Canceled.

## No. 53

Peter Loutzenheiser  
to  
John Pecher.

Mortgage \$900.00.  
Dated Oct. 17th, 1853.  
Vol. 52, page 495.  
Canceled.

Cancellation signed "H. E. Hurlbut, Admr. of the estate of John Pecher.  
NOTE: We find no record of the appointment of said Administrator.

## No. 54

Jacob D. Loutzenheiser and wife  
to  
Peter V. Loutzenheiser, Exr. of the  
estate of Peter Loutzenheiser, deceased.

Mortgage \$7903.16.  
Dated April 17th, 1885.  
Vol. 212, page 469  
Canceled.

## No. 55

Martin Fierstos,  
to  
Geo. W. Loutzenheiser, Orin Loutzenheiser,  
John H. Loutzenheiser, Lenora A. Lind  
and Geo. W. Cross.

Mortgage \$960.00.  
Dated October 1895.  
Vol. 330, page 239.  
Canceled.

Cancellation signed, Geo. W. Loutzenheiser, O. H. Loutzenheiser, Lenora A. Lind, J. H. Loutzenheiser, and G. W. Cross.

## No. 56

William J. Loutzenheiser and  
Cornelia, his wife,  
to  
George W. Cross.

Mortgage \$500.00.  
Dated January 17th, 1894.  
Vol. 306, page 500.  
Canceled.

## No. 57

William J. Loutzenheiser and  
Cornelia, his wife,  
to  
The Singer Manufacturing Co.,  
of Pittsburgh, Pa.

Mortgaged \$769.03.  
Dated January 17th, 1894.  
Vol. 306, page 503.  
See Section No. 27 above.

## No. 58

On margin of record of above mortgage.  
Wm. J. Loutzenheiser  
vs.  
Geo. W. Loutzenheiser.

Doc. 68, page 10128.  
In Stark County Common Pleas Court.  
This mortgage foreclosed by proceedings  
in said Court in above cause.

O. M. Coxen, Clerk.

## No. 59

Magdalena Boron and Edward, her husband,  
Philomena Boron and John, her husband,  
Elnora Fierstos, Clara Dehn, and Joseph, her  
husband, Elizabeth Fesne and Peter, her  
husband,  
to  
Edward Fierstos, Guardian.

Mortgage \$3494.84.  
Dated Dec. 5th, 1921.  
Vol. 737, page 351.  
Canceled.

No. 60

Magdalena Boron and Edward, her husband,  
Philomena Boron and John, her husband,  
Elnora Fierstos, Clara Dehn, and Joseph,  
her husband, Elizabeth Fesne and Peter,  
her husband,  
to  
Philomena Boron, Trustee.

Mortgage \$6945.71.  
Dated Dec. 5th, 1921.  
Vol. 737, page 353.  
Canceled.

No. 61

Louis D. Paar and E. Alice, his wife,  
to  
Elizabeth Fesne, Magdalena A. Boron,  
Philomena Boron, Elnora Fierstos  
and Clara Dehn.

Mortgage \$52000.00.  
Dated and Acknowledged Feb. 14th, 1924.  
Rec. March 11th, 1924.  
Vol. 783, page 392.  
Not Canceled.

No. 62

Elizabeth Fesne, Magdalena Boron,  
Philomena Boron, Elnora Fierstos  
and Clara Dehn  
to  
The Geo. D. Harter Bank.

Power of Attorney.  
Dated and Acknowledged July 16th, 1924.  
Rec. July 18th, 1924.  
Power of Attorney, Vol. 1, page 84.

Gives general power and authority to receive payment on above mortgage and release any or all or any part of the lots in North Market Ave. Heights Addition No. 1.

No. 63

Martin Fierstos  
to  
Philip Sonnhalter.

Lease.  
Dated Dec. 18th, 1907.  
Rec. March 3rd, 1909.  
Lease Rec. 13, page 140.

Lease for coal stone.

Interest of Philip Sonnhalter assigned to The Sonnhalter Coal Mining Company on margin of record.

Assigned by The A. F. Sonnhalter Coal Company, formerly called The Sonnhalter Coal Mining Company, to Louis D. Paar. Assignment Rec. 1, page 142.

Interest of Magdalena Boron, Clara Dehn, Elenora Fierstos, Philomena Boron and Elizabeth Fesne assigned to Louis D. Paar. Assignment Rec. 1, page 143.

No. 64

NO MECHANICS LIENS.

No. 65

No Pending Suits, Living Judgments or Foreign Executions, which are living Liens on the premises in question.

No. 66

Taxes due June, 1924: PAID.

No. 67

We have made no search for Special Assessments.

No. 68

We hereby certify that the foregoing Abstract of Title 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 said County.

Canton, Ohio, September 4th, 1924.

FLOYD & YUTZEY, Abstracters.

By *F. Yutzey*

CANCELLED  
Plain Township Historical Society



No. 69

Continuation showing changes affecting the title to the premises described in the heading of the foregoing Abstract of Title.

No. 70

<p>The Geo.D.Harter Bank, 1933 Sept.15, vs North Market Avenue Heights Co., Louis D. Paar Pres., Louis D. Paar, John L. Arnold, The First Trust &amp; Savings Bank, Trustee, Luella E. Deal Exrx. of the will of Alva L. Frank Beck, J. H. Bishop, Grace Bishop, George C. Botdorf, Emma Brandt, Frances M. Budd, B. F. Buerkle, Edgar Guest, Norman E. Guest, Sherman L. Gueutal, Myrtle Harding, Emma Harding, Alice Thompson, Sol Johnson, Edward D. Kimes, Harriett B. McAllister, Evan W. McNeil, Mary V. Marpe, W. D. Myers, Pearl Myers, C. Jenkins, L. L. Nave, H. L. Pannier, Freda Pannier, Robert Prysi, Berdene V. Richey, Carl Roth, Margaret Roth, Albert Schnase, O. M. Shreffler, Mary V. Steely, Pearl Thoman, Martha Willard,</p>	<p>Petition and Praecipe filed. Summons issued. Sept.22, Summons returned, served on The North Market Ave. Heights Co., The Penn Mutual Life Ins. Co., Louis D. Paar, Edgar Guest, Norman E. Guest, Mary V. Marpe, O. M. Ida M. Freymark, Alice R. Hildenbrand, John L. Arnold, Frank Beck, J. H. Bishop, Grace Bishop, George C. Botdorf, Frances M. Budd, B.F. Buerkle, Sherman L. Gueutal, W. D. Myers, Pearl Myers, L.L. Nave, Pearl Thoman, Martha Willard, Elizabeth Willard, F.J. Kernan, Esther Schwab, Presley S. Campbell, The First Trust &amp; Savings Bank, Luella E. Deal Executrix of the will of Alva L. Deal deceased, The Citizens Building &amp; Loan Co., Emma Harding, Myrtle Harding, Sol Johnson H. L. Pannier, Freda Pannier, Robert Prysi, Carl Roth, Alice Thompson, O. P. Foust Admr. of the estate of Fred G. Nellie, Berdene V. Richey and Mary V. Steely, the defendants Emma Brandt, Edward D. Kimes, Evan W. McNeil, C. Jenkins, Albert Schnase and Bess Ferguson not found in Stark County. 1933 Sept. 25, Answer of J. H. Bishop and Grace Bishop filed,</p>
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Elizabeth Willard, Bess Ferguson, F. J. Kernan, M. F. Schwab, Esther Schwab, Presley S. Campbell, Penn Mutual Life Ins. Co., Ida M. Freymark, Alice R. Hildenbrand, The Citizens Building & Loan Co., O. P. Foust, Admr. of estate of Fred G. Nellie Deceased,	1933 Sept. 29,	Answer and cross petition of O. P. Foust filed.
	Oct. 3,	Answer of B.F. Buerkle filed.
	Oct. 9,	Answer of Burdene V. Richey filed.
	Oct. 11,	Answer of Frank Beck filed
	Oct. 13,	Answer and cross petition and praecipe of Myrtle M. Harding and Emma Harding filed. Summons issued.
	Oct. 14,	Answer of Mary V. Marpe filed. *****
	Oct. 20,	Summons returned, served on The Geo. D. Harter Bank, The First Trust & Savings Bank Trustee, The Citizens Building & Loan Co. Alice R. Hildenbrand, The North Market Ave. Heights Co., Luella E. Deal Executrix of the will of Alva L. Deal, The Penn Mutual Life Ins. Co., Ida M. Freymark and Presley S. Campbell.
	Oct. 19,	Answer and cross petition of Pearl Thoman filed.
	Oct. 25,	Answer and cross petition of Frances M. Budd filed. ***** ***** * **
	Oct. 31,	Answer and cross petition of Harry L. Pannier and Freida Pannier filed.
	Dec. 19,	Answer of Alice Thompson filed.
	Dec. 22,	Answer of Luella E. Deal Executrix filed. *****
	1934 July 14,	Answer and cross petition of Presley S. Campbell filed.
	1935 Apr. 30,	Action referred to J. A. Jeffers Referee.
	July 31,	Answer and cross petition of Presley S. Campbell filed. Application for new parties filed. Leave to make Geo. H. Walker, George W. Kimpton, Adam F. Sonnhalter Theodore A. Freymark, The Citizens Building & Loan Co. and the Brunson Bank & Trust Co. parties defendant.

- Leave to the defendant  
The First Trust & Savings  
Bank Trustee to file  
answer and cross petition.
- 1935 Aug. 1, Answer and cross petition  
of The First Trust & Savings  
Bank Trustee filed.  
Summons issued to Stark  
County.
- Aug. 3, Summons issued to Franklin  
County. \*\*\*\*\*
- Aug. 8, Summons returned from  
Stark County, served on  
The North Market Ave.  
Heights Co., John L.  
Arnold, Louis D. Paar,  
Geo. H. Walker, George W.  
Kimpton, Theodore A.  
Freymark, Adam F. Sonnhalter,  
The Citizens Building &  
Loan Co.
- Aug. 9, Summons returned from  
Franklin County, served  
on The Brunson Bank and  
Trust Co.
- Aug. 14, Waiver of Luella E. Deal  
Erx, Frank Beck, Geo. C.  
Boddorf, B.F. Buerkle,  
Berdené V. Richey, Frances  
M. Budd, Myrtle Harding,  
Emma Harding, H. L. Pannier,  
Freda Pannier, Pearl Thoman,  
Mary V. Marpe, Presley S.  
Campbell, Ida M. Freymark,  
Alice R. Hildenbrand,  
O.P. Foust Admr. of estate  
of Fred G. Nellie filed.  
\*\*\*\*\* \*\*\*\*\* \*\*\*\*\*
- Aug. 12, Answer of The North Market  
Ave. Heights Co. filed.
- Aug. 26, Answer of Myrtle and Emma  
Harding filed. \*\*\*\*\*
- 1936 May 23, Application to make new  
parties filed.  
Order making 61 new parties  
defendant. Praecipe filed.  
Summons issued to Stark Co.  
Summons issued to Portage  
County.  
Summons issued to Cuyahoga  
County.
- May 23, Summons issued to Lucas Co.  
Summons issued to Summit  
County.  
Summons issued to Columbiana  
County.  
Summons issued to Richland  
County.

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- 1936 May 27, Supplemental cross petition of The First Trust & Savings Bank Trustee filed.
- June 3, Summons returned from Cuyahoga County served on Bess Ferguson; Lulu Wells not found.
- June 1, Summons returned from Columbiana County, served on Russell Fawcett.
- June 2, Summons returned from Lucas County, served on Orin Steigerwald.  
Summons returned from Summit County, served on William E. Bons ll.
- June 1, Summons returned from Portage Co., served on Paula Jane Moyer, a minor, Martha Louise Moyer, a minor and Lucille Moyer, mother and person having custody of the above named minors.
- June 4, Affidavit for constructive service filed.  
Application for order of publication filed.  
Publication ordered.
- June 8, Summons from Richland County returned, served on Ivan W. McNeil.
- June 9, Answer of Frances M. Budd filed. Marked copy of Repository of June 6, 1936 containing legal notice mailed to Paul Burroway, 2242 W. Jefferson St., Phoenix, Arz.; William Schoman, Central Y. M. C. A., Baltimore Md.; Martha Schoman a minor, c/o Margaret Kaylor, 161 Manning Blvd., Albany, N.Y.; Clara Vaughn, Conneautsville, Pa.; Robert Preysi 90-52 51st. Ave., Elmhurst, L. Island, N.Y.; Lulu Wells, Cleveland, Ohio.
- June 11, Summons returned, served on the defendants Charles Lentz, Kenneth Lentz, Ida I. Hein, I. F. Royer, Katherine A. Bernower, Margaret R. Bernower, Philip J. Bernower, Edward J. Roth,

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Lawrence E. Burroway,  
 Paul W. Volzer, Russell  
 Lothamer, C.C. Zimmer,  
 J. F. Brannon, Frank A.  
 Ungaschick, Catherine B.  
 Lloyd, Russell B. Ring,  
 Thomas Chambers, Daniel W.  
 Baker, John Pulley,  
 Clarence Swallow, Sherman  
 L. Gueutal, Edward D. Kimes,  
 L.L. Nave, Bernice Lentz,  
 Ruth Knox, Marian E.  
 Bernower, Elizabeth Willard  
 Groves, a, k, a, Elizabeth  
 Willard, Alice M. Kernan,  
 Bessie Pulley, Ruth Swallow,  
 R.C. Smiley, Bessie Vorhauer,  
 Theodore W. Dunlap, A.R.  
 McConnell, Clyde Pringle,  
 Jacob Grabowsky, Russell  
 Mack, Lloyd E. Barr, Harriet  
 B. McAllister, C.A. Keister,  
 Norman E. Schaufele,  
 W.I. Link, Mary V. Steely,  
 Sol Johnson, Karl Kuemmer-  
 ling, Harry F. Hein, a, k, a,  
 Henry F. Hein, Ida L. Heim  
 mother of Howard Niles  
 Heim, Katherine A. Bernower,  
 mother of Katherine L.  
 Bernower a minor, John B.  
 Kagey and Carl Wise partners  
 d, b, a, Kagey and Wise,  
 Howard Niles Heim a minor,  
 Katherine L. Bernower a  
 minor; the defendants C.M.  
 Shreffler, Lester Harmon,  
 Chester E. Davis, Gordon  
 Newton and Robert Prys  
 not served, they not being  
 found in Stark County.

- 1936 June 16, Answer and cross petition  
 of Ruth Knox filed,  
 Answer of Sol Johnson  
 filed. \*\*\*\*\*
- June 20, Answer and cross petition of  
 Mary W. Steeley filed. \*\*\*
- July 20, Affidavit of publication  
 filed.
- Aug. 10, Application for Guardian  
 ad litem filed. Donald W.  
 Raley appointed Guardian  
 ad litem for minor  
 defendant Martha Schoman.  
 Answer filed.  
 Order of distribution  
 Referee discharged. \*\*\*\*\*
- Aug. 17, Answer of John W. Bonsall  
 filed.

- 1936 Aug. 24, Answer of Theodore A. Freymark filed, \*\*\*\*\*
- Sept. 29, Publication approved, Application filed. Donald W. Raley appointed Guardian and litem. Answer of Guardian ad litem for Martha Louise Moyer, Paula Jane Moyer and Howard Niles Heim filed. Answer of Guardian ad litem for Katherine L. Bernower filed.
- Sept. 29, Judgment for the defendant The First Trust & Savings Bank of Canton Trustee, vs The North Market Ave. Heights Co., John L. Arnold, Louis D. Paar, George H. Walker, Adam F. Sonnhalter, and George W. Kimpton for \$131,946.87 interest and costs. Liens marshalled, order to sell three days.
- Oct. 3, Order of sale issued.
- Oct. 7, Copy of appraisement filed. Premises appraised at \$79,000.00
- Oct. 6, Application filed,
- Nov. 7, Motion filed, Decree determining priority of liens.
- Nov. 10, Answer and cross petition of The Citizens Building & Loan Co. filed.
- Nov. 16, Order of sale returned, "No Sale for want of Bidders" Application filed, Re-appraisement order of sale issued.
- Nov. 19, Copy of re-appraisement filed. Premises appraised at \$51,105.00 \*\*\*\*\*
- Dec. 30, Re-appraisement order of sale returned, property sold to Franklin J. Arnold for \$40,000.00 Sale confirmed, deed ordered and order of distribution. Deficiency judgment for The First Trust & Savings Bank Trustee, vs The North Market Ave. Heights Co., John L. Arnold, Louis D. Paar, George H. Walker, Adam F. Sonnhalter, and George W. Kimpton for

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\$102,246.04 and cause continued upon cross petition of Luella R. Deal Exrx., Ida M. Freymark and Alice R. Hildenbrand at costs of said defendants.

App. Doc. 165 page 68395  
Ex. Doc. 44, page 515

The Petition of the plaintiff recites that on or about Sept. 1931, The North Market Ave. Heights Co. delivered to the Trust Department of the plaintiff, certain land contracts for the purchase of lots in The North Market Ave. Heights Allotment, and certain mortgages upon lots in said allotment; that certain sums of money have been collected on said land contracts and mortgages; that The North Market Ave. Heights Co. is indebted to various persons in a sum greatly in excess of the amount so collected by the plaintiff; the petition also sets forth the names of the persons holding land contracts from whom collections were made.

Prays that the defendants be required to set up their interest in said fund and that the Court determine and direct the payment of said fund, so held by the plaintiff.

SERVICE:

All the defendants were served with summons on petition of plaintiff, as shown by the docket entries above, except Emma Brandt, Edward D. Kimes, Evan McNeil, C. Jenkins, Albert Schnase, Bess Ferguson, Harriet McAllister and Margaret Roth.

Answers and cross petitions were filed by various land contract purchasers and judgment creditors, setting up their interests and liens.

CROSS PETITION OF THE FIRST TRUST & SAVINGS BANK TRUSTEE.

The First Trust & Savings Bank Trustee filed an answer and cross petition setting up a mortgage recorded in Vol. 852 page 73; a mortgage recorded in Vol. 1067 page 247; and a mortgage recorded in Vol. 907 page 599 of the Stark County Mortgage Records, covering the premises hereinafter described and which mortgages were executed by The North Market Ave. Heights Co., and praying for the foreclosure of its mortgages and sale of said premises.

A supplemental cross petition of The First Trust & Savings Bank Trustee, was filed making new parties defendants and setting forth the names of the purchasers of lots on land contract covered by said mortgages.

The following were made parties defendant on the application of The First Trust & Savings Bank Trustee: George H. Walker, George W. Kimpton, Adam F. Sonnhalter, Theodore A. Freymark, The Citizens Building & Loan Co., The Brunson Bank & Trust Co., Charles Lentz, Kenneth Lentz, Bernice Lentz, Ida L. Heim, Howard Niles Heim a minor, residing with his mother Ida L. Heim, Lucille Moyer, Martha Louise Moyer minor, Paula Jane Moyer minors residing with their mother Lucille Moyer, Theodore W. Dunlap, I.W. Royer, Lulu Wells, Lester Harmon, Karl Kuemmerling, Paul Burroway, Ruth Knox, A.R. McConnell, Clyde Pringle, Katherine A. Bernower, Margaret E. Bernower; Marian E. Bernower, Philip J. Bernower, Katherine L. Bernower, minor residing with mother Katherine A. Bernower, Elizabeth Willard Groves, also know as Elizabeth Willard, William Schoman,

Martha Schoman a minor, residing with Margaret Kaylor, Edward J. Roth, Jacob Grobowsky, Orin Steigerwald, William E. Bonsall, C. A. Keister, Lawrence A. Burroway, Paul W. Volzer, Russell Lothamer, Norman E. Schaufele, C.C. Zimmer, J.F. Brannon, Russell Mack, R.C. Smiley, W.I. Zink, Frank A. Ungaschick, Catherine B. Lloyd, Chester E. Davis, Russell Fawcett, Clara Vaughn, Gordon Newton, Russell B. Ring, Thomas Chambers, John B. Kagey and Carl F. Wise partners d, b, a, Kagey and Wise, Lloyd E. Barr, Daniel W. Baker, Alice M. Kernan, John Pulley, Bessie Pulley, Ruth Swallow, Clarence Swallow, Harry F. Hein, Roy O. Strong, W. H. Geyer, Bessie Vorhauer.

**SERVICE:**

The following defendants were served by publication on the cross petition of The First Trust & Savings Bank Trustee; Paul Burroway, William Schoman, Martha Schoman a minor residing with Margaret Kaylor, Clara Vaughn, Robert Piersi, Lulu Wells, W. H. Geyer, Roy O. Strong, Thomas Chambers, O.M. Shreffler, Chester E. Davis, Gordon Newton and Lester Harmon.

All the other defendants were served with summons or waived service of summons on the cross petition of The First Trust & Savings Bank Trustee, as shown by the docket entries above, except the following original defendants who had no interest in the premises covered by the mortgages of The First Trust & Savings Bank Trustee, to wit: Emma Brandt, J.H. Bishop, Grace Bishop, Edgar Guest, Norman E. Guest, Alice Thompson, W. D. Myers, Pearl Myers, C. Jenkins, Carl Roth, Margaret Roth, Albert Schnase, M.F. Schwab and Esther Schwab and Penn Mutual Life Ins. Co.

Donald W. Raley was appointed guardian ad litem for Katherine L. Bernower, Martha Louise Moyer, Paula Jane Moyer, Howard Niles Heim and Martha Schoman all minors, and filed answers for each of said minors.

**DECREE:**

This cause now comes on to be heard on the cross petition of defendant The First Trust & Savings Bank of Canton, Trustee, wrongly impleaded in this cause as The First Trust & Savings Bank, Trustee, the supplemental cross petition of defendant The First Trust & Savings Bank of Canton, Trustee, the answer of defendant The North Market Avenue Heights Company to the petition and to the answers and cross petitions of defendants, the answer and cross petition of defendant Presley S. Campbell, the answer of defendant The First Trust & Savings Bank of Canton, Trustee, to the cross petition of defendant Presley S. Campbell, the answer and cross petition of defendant Mary W. Steely, the answer and cross petition of defendants Myrtle M. Harding and Emma E. Harding, the answer of defendants Myrtle M. Harding and Emma E. Harding to the answer and cross petition of defendant The First Trust & Savings Bank of Canton, Trustee, the answer and cross petition of defendant Frances M. Budd and the answer of defendant Frances M. Budd to the cross petition of defendant The First Trust & Savings Bank of Canton, Trustee, the answer and cross petition of defendants Henry L. Pannier and Frieda E. Pannier, the answer and interpleader of defendant Frank Beck, the answer and interpleader of defendant B.F. Buerkle, the answer and interpleader of defendant George D. Botdorf, the answer and cross petition of defendant Pearl Thoman, the answer and cross petition of defendant Mary V. Marpo, the answer of defendant Burdene V. Richey, the answer of Saul Johnson to plaintiff's petition and cross petition of defendant The First Trust & Savings Bank of Canton, Trustee, the answer of Donald W. Raley, guardian ad



litem of Martha Schoman, a minor, the answer of Donald W. Raley, guardian ad litem of Katherine L. Bernower, a minor, the answer of Donald W. Raley guardian ad litem of Martha Louise Moyer, a minor, the answer of Donald W. Raley, guardian ad litem of Paula Jane Moyer a minor, the answer of Donald W. Raley guardian ad litem of Howard Niles Heim, a minor, the answer of Luella R. Deal, Executrix of the last will and testament of Alva L. Deal, deceased, the answer of defendant John W. Bonsall, the answer of defendant Theodore A. Freymark, the answer and cross petition of defendant Ruth Knox, and the evidence.

And the court finds that defendant The North Market Ave. Heights Co., The First Trust & Savings Bank of Canton, Trustee, Louis D. Paar, John L. Arnold, John W. Bonsall, Luella R. Deal Executrix of the last will and testament of Alva L. Deal, deceased, Charles Lentz, Bernice Lentz, Kenneth Lentz, said Charles Lentz, Bernice Lentz and Kenneth Lentz being widower and all the heirs at law of Gaynell Lentz deceased, Ida L. Heim, Howard Niles Heim, said Ida L. Heim and Howard Niles Heim being widow and sole heir at law of Fremont H. Heim deceased, Lucille Moyer, Martha Louise Moyer, Paula Jane Moyer, said Lucille Moyer, Martha Louise Moyer and Paula Jane Moyer being widow and all the heirs at law of Harold L. Moyer deceased, Theodore W. Dunlap, Sherman L. Gueutal, I. W. Royer, Lulu Wells, Pearl Thoman, Mary W. Steely, Lester Harmon, Karl Kuemmerling, Paul Burroway, Ruth Knox, A.R. McConnell, Clyde Pringle, Katherine A. Bernower, Margaret R. Bernower, Marian E. Bernower, Philip J. Bernower, Katherine L. Bernower, said Katherine A. Bernower, Margaret R. Bernower, Marian E. Bernower, Philip J. Bernower and Katherine L. Bernower being widow and all the heirs at law of N.E. Bernower deceased, William Schoman, Martha Schoman, said William Schoman and Martha Schoman being widower and sole heir at law of Martha Willard Schoman deceased, Elizabeth Willard, Edward J. Roth, Robert Prysi, Edward D. Kimes, Jacob Grobowsky, O.M. Shrefler, Orin Steigerwald, William E. Bonsall, H.L. Pannier, Frieda Pannier, Burdene V. Richey, Frances M. Budd, Evan W. McNeil, C. A. Keister, Lawrence Burroway, Paul W. Volzer, Russell Lothamer, Norman E. Schaufele, C.C. Zimmer, J.F. Brannon, Russell Mack, Myrtle Harding, Emma Harding, R.C. Smiley, L.L. Nave, W.E. Zink, Frank A. Ungashick, Catharine B. Lloyd, Chester E. Davis, Russell Fawcett, Clara Vaughn, Gordon Newton, Russell B. Ring, Harriet B. McAllister, Thomas Chambers, Kagey and Wise, Lloyd E. Barr, Frank Beck, Daniel W. Baker, Bess Ferguson, Alice M. Kernan, said Alice M. Kernan being widow and sole devisee under the will of F.J. Kernan deceased, John Pulley, Bessie Pulley, B.F. Buerkle, George C. Botdorf, Sol Johnson, Ruth Swallow, Clarence Swallow, Harry F. Hein, Roy O. Strong, Mary V. Marpe, W.H. Boyer, Bessie Vorhauer, Presley S. Campbell, Penn Mutual Life Ins. Co., The Citizens Building & Loan Co., Brunson Bank & Trust Co., Ida M. Freymark, Alice R. Hildenbrand, George H. Walker, George W. Kimpton, Adam F. Sonnhalter and Theodore A. Freymark have been duly served with summons or have waived the issuance and service of summons and have voluntarily entered their appearance in this cause.

The Court further finds that defendant Martha Willard is deceased and that her sole heir at law is Martha Schoman a minor, and that William Schoman is her surviving spouse, and that said Martha Schoman a minor, and William Schoman have been made parties to this proceeding, and have been duly served with summons by publication, and that Donald W. Raley has been duly appointed and

qualified as guardian ad litem of said defendant Martha Schoman, a minor. The court further finds that one Harold L. Moyer now deceased, and Lucille Moyer his wife, were the purchasers under land contract for lot #24 in The North Market Ave. Heights Addition to the City of Canton; that defendants Lucille Moyer, Martha Louise Moyer and Paula Jane Moyer are the widow and heirs at law respectively, of said Harold L. Moyer, deceased; that defendants Martha Louise Moyer and Paula Jane Moyer are minors and have been duly served with summons in this action and that Donald W. Raley has been duly appointed and qualified as guardian ad litem of each of said minor defendants and has filed answers on their behalf, The Court further finds that one Fremont H. Heim now deceased, was the purchaser under land contract for lot #22 in The North Market Ave. Heights Addition to the City of Canton; that defendants Ida L. Heim and Howard Niles Heim are the widow and heir at law respectively, of said Fremont H. Heim deceased; that defendant Howard Niles Heim is a minor and has been duly served with summons in this action, and that Donald W. Raley has been duly appointed and qualified as guardian ad litem of said minor defendant and has filed answer on his behalf. The Court further finds that one N.E. Bernower now deceased, was the purchaser under land contract for lots #77 and 78 in The North Market Ave. Heights Addition to the City of Canton; that defendants Katherine A. Bernower, Margaret R. Bernower, Marian E. Bernower, Philip J. Bernower and Katherine L. Bernower are the widow and heirs at law, respectively of said N.E. Bernower deceased, that defendant Katherine L. Bernower is a minor and has been duly served with summons in this action and that Donald W. Raley has been duly appointed and qualified as guardian ad litem of said minor defendant and has filed answer on her behalf.

The court further finds that defendants Louis D. Paar, John L. Arnold, George R. Walker, George W. Kimpton, Adam F. Sonnhalter, Pearl Myers, L. D. Nave, Robert Prys, O.M. Shrefler, Elizabeth Willard, William Schoman, being the widower of defendant Martha Willard deceased, Bess Ferguson, Alice M. Kernan, Penn Mutual Life Insurance Co., The Citizens Building & Loan Co., Brunson Bank & Trust Co., Charles Lontz, Bernice Lontz, Kenneth Lontz, Ida L. Heim, Lucille Moyer, Theodore W. Dunlap, Sherman L. Gueatal, I. W. Royer, Lulu Wells, Lester Harmon, Karl Kuemmerling, Paul Burroway, A.R. McConnell, Clyde Pringle, Katherine L. Bernower, Margaret R. Bernower, Marian E. Bernower, Philip J. Bernower, Edward J. Roth, Jacob Grobowsky, Orin Steigerwald, William E. Bonsall, C. A. Keister, Lawrence Burroway, Paul W. Volzer, Russell Lothamer, Norman E. Schaufele, C.C. Limmer, J.F. Brannon, Russell Mack, R.C. Smiley, W.I. Link, Frank A. Ungashick, Catherine B. Lloyd, Chester E. Davis, Russell Fawcett, Clara Vaughn, Gordon Newton, Russell B. Ring, Thomas Chambers, Kagey and Wise, Lloyd E. Barr, Daniel W. Baker, Bess Ferguson, Alice M. Kernan, John Pulley, Bessie Pulley, Ruth Swallow, Clarence Swallow, Harry F. Hein, Roy O. Strong, W.H. Geyer, Bessie Vorhauer, Ida M. Freymark and Alice R. Hildenbrand are in default for answer or demurrer to the cross petitions of defendants The First Trust & Savings Bank of Canton, Trustee, Presley S. Campbell, and the answer of defendant Luella R. Deal, Executrix of the last will and testament of Alva L. Deal, Deceased and that the allegations of said cross petitions and answer are by said defendants and each of them thereby confessed and found to be true.

The court further finds that on or about the 17th day of Jan. 1925 defendant The North Market Ave. Heights Co.

and defendants John L. Arnold, Louis D. Paar, John W. Bonsall and George H. Walker, individually, as co-makers executed and delivered to defendant The First Trust & Savings Bank of Canton, Trustee, their certain promissory note payable to bearer in the principal sum of \$65,000 due on or before three years after date with interest thereon at the rate of 7% per annum, payable semi-annually on the first days of January and July in each year. The Court further finds that by subsequent agreement dated May 14, 1927, between The North Market Avenue Heights Company and said individual co-makers and defendant The First Trust & Savings Bank of Canton, Trustee, the maturity date of said note was extended to Jan. 17, 1931, and the interest rate thereon reduced from 7% to 6% payable semi-annually and that subsequently the maturity date of said note was further extended to the 17th day of June 1933, by a certain instrument of mortgage dated June 24, 1931, and recorded in Vol. 1067, page 247 of the mortgage records of Stark County Ohio. The court further finds that there is now due and owing upon said note as of Sept. 25, 1936, to defendant The First Trust & Savings Bank of Canton, Trustee, from defendants The North Ave. Heights Co., Louis D. Paar, George H. Walker and John L. Arnold the sum of \$64,388.42 with interest at 6% per annum from Sept. 25, 1936.

The Court further finds that on or about the 14th day of May 1927, defendant The North Market Ave. Heights Co. together with defendants John L. Arnold, Louis D. Paar, George H. Walker, George W. Kimpton, Adam F. Sonnhalter, Theodore A. Freymark and John W. Bonsall, individually, as co-maker, executed and delivered to defendant The First Trust & Savings Bank of Canton, Trustee, their certain promissory note in the principal sum of \$60,000.00 payable to bearer, which said note was to be paid in installments of \$3,000.00 each commencing on Nov. 17, 1927, and continuing semi-annually thereafter on the 14th days of Nov. and May in each year until five years from date thereof, at which time the entire balance then due upon the principal of said note was to be paid. The court further finds that said note bore interest at the rate of 6% per annum, payable on the 14th days of May and November of each year. The court further finds that by the terms of a certain agreement dated June 29, 1931, between defendant The North Market Ave. Heights Co. and certain of the co-makers of said note and defendant The First Trust & Savings Bank of Canton Trustee, the due date of the principal of said note was extended to the 17th day of Jan. 1933, and that there is now due and owing upon said note to defendant The First Trust & Savings Bank of Canton, Trustee, as of Sept. 25, 1936 from defendants The North Market Ave. Heights Co., Louis D. Paar, John L. Arnold, George W. Kimpton, Adam F. Sonnhalter and George H. Walker the sum of \$55,516.29 with interest at 6% per annum from Sept. 25, 1936.

The court further finds that to secure the payment of said first note executed as aforesaid on the 17th day of Jan. 1925 in the original principal sum of \$65,000.00 defendant The North Market Ave. Heights Co. executed and delivered to defendant The First Trust & Savings Bank of Canton, Trustee, its certain mortgage deed conveying certain premises described therein, which said mortgage was left for record with the recorder of Stark County Ohio, on the 19th day of Jan. 1925 and was recorded on the 13th day of Feb. 1925, in Vol. 852 page 73 of the mortgage records of Stark County Ohio.

The Court Further finds that on the same date on which said second note in the original principal sum of \$60,000.00 was

executed as aforesaid, on the 14th day of May 1927, defendant The North Market Ave. Heights Company executed and delivered to The First Trust & Savings Bank of Canton, Trustee, its certain mortgage deed conveying certain premises described therein, which said mortgage was left for record with the recorder of Stark County Ohio, on or about the 16th day of May 1927, and was recorded on the 10th day of June 1927, in Vol. 907 page 390 of the mortgage records of Stark County Ohio.

The court further finds that to better secure the payments of the principal sums called for in said original notes and interest thereon and to secure the performance of the covenants of said agreement to extend the maturity dates of said notes as aforesaid, defendant The North Market Ave. Heights Co. executed and delivered to defendant The First Trust & Savings Bank of Canton, Trustee, its certain mortgage deed conveying the premises described in said first two mortgages and certain other premises therein specifically described, which was left for record with the recorder of Stark County Ohio, on the 29th day of June 1931, and was recorded on the 20th day of July 1931, in Vol. 1067 page 247 of the mortgage records of Stark County Ohio.

The court further finds that each of said mortgages contained provisions for the release of individual lots from the lien thereof upon the payment of certain sums set forth in said mortgage; that certain premises have been released from the liens of said mortgage; that the following described premises are covered by the lien of said mortgages:

Situated in the southeast corner of Section #28, Township #11, (Plain) Range #8, Stark County Ohio, to wit: Lots numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, said lot #30 being also known as lot #211, said lot #30 having been replatted and renumbered as lot #211 as shown in Vol. 18, page 66 of the Stark County Plat Records, 31, 33, 34, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 68, 69, 72, 73, 74, 75, 77, 78, 79, 80, 82, 84, 88, 90, 91, 94, 95, 96, 98, 99, 101, 102, 103, 104, 107, 112, 113, 116, 117, 118, 119, 121, 122, 123, 124, 126, 128, 130, 132, 137, 138, 139, 142, 144, 145, 152, 153, 156, 160, 161, 162, 163, 164, 165, 167, 168, 169, 170, 171, 172, 173, 174, 176, 177, 178, 183, 185, 188, 190, 193, 194, 195, 196, 197, 199, 200, 202, 203, 204, 208, and 210 as the same are numbered on the plat of North Market Ave. Heights Add. No. 1 to the City of Canton Ohio, recorded in Vol. 16, page 28 of the plat records of said County.

Also the following described premises, situated in the southwest quarter of Section #27, Township #11, (Plain) Range #8, described as follows: Beginning at an iron pin at the southwest corner of said Section #27; thence northwardly 3 degrees 20' east along the west line of said section 95 feet to a point which is the true place of beginning of the tract hereby described; thence continuing with the west line of said Section #27, north 3 degrees 20' east about 364.55 feet to the southwest corner of the 4 acre tract heretofore conveyed by deed dated May 16, 1922, from Magdalene Boren et al, to Jeannette Smith Armitage, recorded in Vol. 757, page 542, Stark County Deed Records; thence south 86 degrees 29' east along the south line of said 4 acre tract a distance of 468.87 feet to a steel pin at the southeast corner of said 4 acre tract; thence south 3 degrees 37' west 369.76 feet to a point which is

95 feet north of the south line of said southwest quarter of Section #27, measured upon a continuation of the line last mentioned; thence west and parallel with the south line of said southwest quarter of Section #27, a distance of 471.35 feet more or less to the place of beginning, but subject to all legal highways.

Situated in the southeast quarter of Section #28, Township #11, (Plain) Range #8, Stark County Ohio, to wit: Beginning at the southwest corner of said southeast quarter section; thence north along the quarter section line, 159.5 perches to the north line of said quarter section; thence east along the quarter section line 60.4 perches to a point; thence south parallel with the west line of said quarter section to the south line of said quarter section; thence west along the south quarter section line 60.4 perches to the place of beginning, containing 60 acres more or less, excepting therefrom the lots and streets and public ways now embraced in The North Market Ave. Heights Allotment No. 3, as recorded in Vol. 19, page 88 of the plat records of Stark County Ohio, and also excepting therefrom the lots, streets and public ways now embraced in The North Market Ave. Heights Allotment No. 4, as recorded in Vol. 21, page 78 of the plat records of Stark County Ohio, which said tract, less said exceptions, contains 35.82 acres more or less.

Together with all and singular the improvements now or hereafter placed thereon, and all tenements, hereditaments and appurtenances thereunto belonging and the reversions and remainders, rents, issues and profits thereof now or hereafter thereunto belonging and all the estate, right, title and interest of the said The North Market Ave. Heights Company in and to said premises.

Situated in the southeast quarter of Section #28, Township #11, (Plain) Range #8, Stark County Ohio, to wit: Lots #415, 416, 417, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 443, 445, 452, 453, 454, 457 and 458 as the same are numbered on the plat of The North Market Ave. Heights Addition #3, to the City of Canton Ohio, as recorded in Vol. 19, page 88 of the plat records of said County; also

Situated in the southeast quarter of Section #28, Township #11, (Plain) Range #8, Stark County Ohio, to wit: lots #459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 487, 488 and 489 as the same are numbered on the plat of The North Market Ave. Heights Addition No. 4 to the City of Canton Ohio, as recorded in Vol. 21, page 78 of the plat records of said County; also

Situated in the southeast quarter of Section #28, Township #11, (Plain) Range #8, Stark County Ohio, to wit: lots #245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 337, 339, 340, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, as the same are numbered in Book 18, page 66 of the plat records of Stark County Ohio.

Together with all and singular the improvements now or hereafter placed thereon, and all tenements, hereditaments and appurtenances thereunto appertaining and belonging and the reversions and remainders, rents, issues and profits thereof now or hereafter thereunto belonging and all the estate, right, title and interest of the said The North Market Ave. Heights Co. in and to said premises.

The court further finds that defendant Theodore A. Freymark on the 23rd day of March 1936, was adjudicated a bankrupt by the District Court of the United States for the Northern District of Ohio, Eastern Division and that the claim of The First Trust & Savings Bank of Canton, Trustee, was scheduled as an indebtedness of said defendant Theodore A. Freymark and on the 13th day of June 1936, said defendant Theodore A. Freymark was discharged of said indebtedness by order of said court; that defendant John W. Bonsall on the 2nd day of August 1932, was adjudicated a bankrupt by the District Court of the United States for the Northern District of Ohio, Eastern Division and that the claim of The First Trust & Savings Bank of Canton, Trustee, was scheduled as an indebtedness of said defendant John W. Bonsall, and subsequently thereto said defendant John W. Bonsall was discharged of said indebtedness by order of said court.

The court further finds that by the consideration of this court in cause No. 62806 on the docket of this court, in a proceeding wherein defendant Presley Campbell was plaintiff and defendants George H. Walker, Louis D. Paar, George W. Kimpton, Theodore A. Freymark, John W. Bonsall, John L. Arnold, Adam F. Sonnhalter and The North Market Ave. Heights Co. were defendants, a certain judgment was rendered in favor of said Presley Campbell against said defendants on the 29th day of August 1931, in the sum of \$6464.00 together with costs in said action.

The court further finds that on the 28th day of Jan. 1933, said defendant Presley Campbell caused execution to be issued upon said judgment to the Sheriff of Stark County Ohio, and that said Sheriff on the 28th day of Jan. 1933, returned said writ wholly unsatisfied. The court further finds that said defendant Presley Campbell thereupon on said 28th day of Jan. 1933, commenced a proceeding in this court in aid of execution upon the filing of an affidavit and motion and that on said date an order was entered on the journal of this court directing plaintiff and defendant The North Market Ave. Heights Co. to appear before an officer of this court for an examination as to property belonging to defendant The North Market Ave. Heights Co.; that said order further provided that plaintiff was enjoined from disposing of any property of defendant The North Market Ave. Heights Co. in the possession or control of plaintiff pending the further order of the court, all of which more fully appears in Journal Vol. 17, page 278, of the journal of this court.

The court further finds that pursuant to the authority given it in its said mortgages on the 19th day of September 1935, defendant The First Trust & Savings Bank of Canton, Trustee, advanced the sum of \$13,904.54 for the payment of delinquent taxes upon the premises heretofore described, excepting lot #445, which amount is due defendant The First Trust & Savings Bank of Canton, Trustee, together with interest thereon at the rate of 6% per annum, from said date less a credit of \$2,710.55 being the amount distributed to said The First Trust & Savings Bank of Canton, Trustee, under former order of this court in this cause, leaving a balance due as of Sept. 25, 1936, of \$12,042.16

The court further finds that the taxes due upon said premises, excepting lot #445, have again become delinquent and that there is due the State for taxes, including the installments of taxes due and payable in Dec. 1936, and June 1937, the amounts of which have been estimated by the County Auditor, the sum of \$4130.86. The court further finds that the purchaser of said premises at foreclosure sale is entitled to have said taxes due and payable in Dec. 1936 and June 1937, paid out of the proceeds of said sale.

The court further finds that the liens of the mortgages of defendant The First Trust & Savings Bank of Canton, Trustee, and the lien of defendant The First Trust & Savings Bank of Canton, Trustee, for the amount advanced as aforesaid to pay said delinquent taxes are the first and best liens upon the premises heretofore described excepting only the State's lien for taxes.

It is, therefore, considered by the court that defendant The First Trust & Savings Bank of Canton, Trustee, recover from defendants The North Market Ave. Heights Co., John L. Arnold, Louis D. Paar, George H. Walker, Adam F. Sonnhalter and George W. Kimpton the sum of \$131,946.87 which includes the sum of \$64,388.42 heretofore found due defendant The First Trust & Savings Bank of Canton, Trustee, on the first of said notes, and the sum of \$55,516.29 heretofore found due The First Trust & Savings Bank of Canton, Trustee, on the second of said notes, and the sum of \$12,042.16 being the amount found due defendant The First Trust & Savings Bank of Canton, Trustee, for advance to pay delinquent taxes, together with interest thereon at the rate of 6% from the 25th day of Sept. 1936, together with its costs herein expended.

It is further ordered, adjudged and decreed by the Court that unless defendants, or one of them shall within three days from the date of this decree, pay to defendant The First Trust & Savings Bank of Canton, Trustee, said sum of \$131,946.87 together with interest thereon at the rate of 6% from the 25th day of Sept. 1936, being the amount so found due defendant The First Trust & Savings Bank of Canton, Trustee, as aforesaid, an order of sale shall issue to the Sheriff of Stark County Ohio, directing him to appraise, advertise and sell said premises as upon execution and return his proceedings to this court for further orders. It is further ordered, adjudged and decreed by the court that said premises shall be sold free and clear of any of the rights, claims, interests or liens of any person party plaintiff or defendant in this cause, whether by dower or otherwise. This cause is continued as to determination of the claim of defendants Emma E. Harding and Myrtle M. Harding set forth in their answer and cross petition herein.

The report of the appraisers shows that the premises described in the above entry was appraised at \$79,000.00

The return of the Sheriff shows "No sale for want of bidders."

A re-appraisement order of sale was issued with lot #202 in The North Market Ave Heights Add. being omitted from this order of sale.

The report of the appraisers on the re-appraisement order of sale, shows that said premises was appraised at \$51,105.00

ENTRY CONFIRMING SALE:

This cause now coming on for hearing; on the motion of plaintiff and the return of the sheriff made under the former order of this court, and the court on careful examination of the proceedings of the Sheriff being satisfied that the same have been had in all respects in conformity with law and the former orders of this court, it is ordered that said proceedings and sale be, and they are hereby approved and confirmed.

The court further finds that the Sheriff sold the premises described in the order of sale to Frank Arnold for the sum of \$40,000.00 that being the highest price bid upon said premises, and it is hereby ordered that said Sheriff convey to said purchaser, Frank Arnold, by deed according to law, the property so sold and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that said purchaser is hereby subrogated to all rights of any lienholder who shall be wholly or partially satisfied herein for the protection of his title.

The court further finds that there is due the State for taxes, including the installments of taxes due and payable Dec. 1936 and June 1937, upon said premises, excepting only lots #33 and 445 upon which the taxes have been paid to date, the sum of \$4056.43 and said purchaser is entitled to have said taxes, including the installments due and payable in Dec. 1936 and June 1937, paid out of the purchase price of said property.

This cause now coming on further to be heard on the cross petition of The First Trust & Savings Bank of Canton, Trustee, in respect to the mortgage on lot #202 and the answer of The Citizens Building & Loan Co. to said answer and cross petition of The First Trust & Savings Bank of Canton, Trustee, and the cross petition of the defendant The Citizens Building & Loan Co., and the court finds that on Dec. 13, 1926, defendant The North Market Avenue Heights Co. executed and delivered to defendant The Citizens Building & Loan Co., its certain mortgage deed conveying said lot #202 as security for the payment of a note in the principal sum of \$9000.00 given by said defendant The North Market Ave. Heights Co., to defendant The Citizens Building & Loan Co. which said mortgage deed is recorded in Vol. 913 page 123 of the Stark County Mortgage Records; that thereafter the conditions of said mortgage were broken and said mortgage was foreclosed by defendant The Citizens Building & Loan Co. in the common pleas court of Stark County Ohio, and title to said lot #202 was conveyed by the Sheriff of Stark County Ohio, to defendant The Citizens Building & Loan Co. the present owner of said lot.

The court further finds that at the time said mortgage was executed, as aforesaid, by defendant The North Market Ave. Heights Co. to defendant The Citizens Building & Loan Co. said lot #202 was subject to the mortgage described in the answer and cross petition of defendant The First Trust & Savings Bank of Canton, Trustee; that due to an error said mortgage was made by defendant The Citizens Building & Loan Co. in the belief that said mortgage of defendant The First Trust & Savings Bank of Canton, Trustee, had been released as to said lot #202, The court further finds that the release price stipulated in the mortgage of defendant The First Trust & Savings Bank of Canton, Trustee, recorded in Vol. 852 page 73 of the mortgage records of Stark County Ohio, contained a provision for the release of said lot #202 from the lien of said mortgage by the payment of



the sum of \$300.00 to defendant The First Trust & Savings Bank of Canton, Trustee. The court further finds that it is just and equitable that said lot #202 be released from the liens of all mortgages held by defendant The First Trust & Savings Bank of Canton, Trustee, and that said sum of \$300.00 should be paid to said defendant The First Trust & Savings Bank of Canton, Trustee.

The Court further finds that pursuant to the former order made by this court in respect to lots #294, 318, and 319 defendant Luella R. Deal, Executrix of the last will and testament of Alva L. Deal, deceased, is entitled out of the purchase price of said property to the sums of \$137.95 in respect to the sale of lot #294, \$39.15 in respect to the sale of lot #318 and \$137.95 in respect to the sale of lot #319.

It is further ordered by the court that the Clerk of this Court cause satisfaction of the mortgages herein sued upon by defendant The First Trust & Savings Bank of Canton, Trustee, recorded as follows:

Vol. 852, page 75

Vol. 907, page 599

Vol. 1067, page 253

of the mortgage records of Stark County Ohio, to be entered on the respective records thereof in the office of the recorder of Stark County Ohio.

It is further ordered that the Clerk of this Court cause a release of lots #294, 318 and 319 from the lien of the mortgage held by defendant Luella R. Deal, Executrix of the last will and testament of Alva L. Deal, deceased, herein sued upon and recorded in Vol. 1015, page 136 of the mortgage records of Stark County Ohio, to be entered on the record of said mortgage in the office of the Recorder of Stark County Ohio.

It is further ordered that the Clerk of this Court cause a release of the premises described in the order of sale from the lien of the following judgments:

Judgment in favor of Presley Campbell, plaintiff against The North Market Ave. Heights Co., et al, defendants, dated Aug. 28, 1931 in App. Doc. 156 page 62804 of the Stark County Common Pleas Court.

Judgment in favor of Presley Campbell, plaintiff, against The North Market Ave. Heights Co. et al, defendants, dated Aug. 29, 1931, in App. Doc. 156, page 62805 of the Stark County Common Pleas Court.

Judgment in favor of Presley Campbell, plaintiff, against The North Market Ave. Heights Co. et al, defendants, dated Aug. 29, 1931, in App. Doc. 156, page 62806 of the Stark County Common Pleas Court.

Judgment in favor of Alva L. Deal, plaintiff, against The North Market Ave. Heights Co. defendant, dated April 8, 1932, in App. Doc. 159, page 64550 of the Stark County Common Pleas Court.

Judgment in favor of defendant The Citizens Building & Loan Co. as plaintiff against The North Market Ave. Heights Co., et al, defendants, dated Mar. 17, 1934, in App. Doc. 163, page 66960, of the Stark County Common Pleas Court.

Judgment in favor of defendant The Brunson Bank & Trust Co. as plaintiff, against The North Market Ave. Heights Co., et al, defendants, dated May 18, 1933, in App. Doc 163 page 67088 of the Stark County Common Pleas Court.

Judgment in favor of defendant The Citizens Building & Loan Co. as plaintiff, against The North Market Ave.

Heights Co. et al, defendants, dated Dec. 4, 1934, in App. Doc. 169, page 70752 of the Stark County Common Pleas Court.

Judgment in favor of defendant The Citizens Building & Loan Co. as plaintiff, against The North Market Ave. Heights Co., et al, defendants, dated Dec. 12, 1934, in App. Doc. 169, page 70777 of the Stark County Common Pleas Court.

Judgment in favor of defendant The First Trust & Savings Bank of Canton, Trustee, against The North Market Ave. Heights Co., et al, defendants, dated Sept. 29, 1936, in App. Doc. 165 page 68395 of the Stark County Common Pleas Court.

And the Court coming now to distribute the proceeds of said sale, amounting to \$40,000.00 it is ordered that the Sheriff out of the money in his hands, pay the same as follows: (here follows the distribution of the funds arising from the sale of said premises.)

And there still remaining due said The First Trust & Savings Bank of Canton, Trustee, as of Dec. 28, 1936, the sum of \$102,246.04 it is considered that said The First Trust & Savings Bank of Canton, Trustee, recover said sum of \$102,246.04 with interest thereon at the rate of 6% per annum, from said date from defendants The North Market Ave. Heights Co., John L. Arnold, Louis D. Paar, George H. Walker, Adam F. Sonnhalter and George W. Kimpton, and execution is awarded therefor.

This cause is continued for further action upon the cross petitions of defendants Luella R. Deal, Executrix of the last will and testament of Alva L. Deal, deceased, and Ida M. Freymark and Alice R. Hildenbrand, at the costs of said defendants Luella R. Deal, executrix of the last will and testament of Alva L. Deal, deceased, Ida M. Freymark and Alice R. Hildenbrand.

No. ~~6~~. 71

Joseph T. Nist,  
Sheriff of Stark Co. O.  
to  
Franklin J. Arnold,

Sheriff's Deed,  
Dated & Ack'd. Dec. 30, 1936  
Rec. Jan. 6, 1937  
Vol. 1168, page 38

Conveys the premises described in the foreclosure entry noted above, except lot #202 in North Market Ave. Heights Add. #1

Deed recites the proceedings noted above.

No. ~~6~~. 72

Franklin J. Arnold,  
and wife,  
to  
Market Heights Inc.,  
a corporation,

Warranty Deed,  
Dated & Ack'd. Mar. 15, 1937  
Rec. Mar. 22, 1937  
Vol. 1181 page 101

Same description as in deed noted above.

No. ~~6~~. 73

Renumbering:

When the corporate limits of the City of Canton Ohio were extended in the year 1938 lot #82 in N. Market Ave. Heights Add. No. 1 was designated as lot #32614 in said City.

Schedule 3 page 299

Plat Book 23 page 31

L I E N S

No. **d.** 74

The North Market Ave.  
Heights Co.,

To

The First Trust & Savings  
Bank, Trustee,

Mortgage \$65,000.00

Dated Jan. 17, 1925

Rec. Jan. 19, 1925

Vol. 852, page 73

Canceled.

Canceled Dec. 31, 1936 by Clerk of Court, by order  
of Common Pleas Court in Case No. 68395.

No. **d.** 75

The North Market Ave.  
Heights Co.,

to

The First Trust & Savings  
Bank, Trustee,

Mortgage \$30,000.00

Dated June 24, 1931

Rec. June 29, 1931

Vol. 1067, page 247

Canceled.

Canceled Dec. 31, 1936 by Clerk of Court, by  
order of Common Pleas Court in Case No. 68395.

No. **d.** 76

The North Market Ave.  
Heights Co.

to

The Ohio Power Co.

Easement,

Dated & Ack'd. Jan. 6, 1927

Rec. Feb. 15, 1927

Vol. 937, page 219

Grants an easement to erect and maintain pole  
lines for purpose of transmitting electric energy etc, over  
lots 1 to 143 inclusive in The North Market Ave. Heights  
Addition.

No. **e.** 77

The North Market Ave.  
Heights Co.,

to

The Ohio Power Co.

Easement,

Dated & Ack'd. Mar. 6, 1928

Rec. Apr. 11, 1928

Vol. 938, page 220

Grants an easement to erect and maintain pole  
lines for transmitting electric energy etc, over grantor's  
premises, the path of said lines shall be located on the part  
of said allotment as indicated on the respective plats thereof.

No. **a.** 78

NO LEASES OR MECHANICS LIENS.

No. ~~70~~.79

The following is a list of cases in which judgments were rendered against The North Market Ave. Heights Co., and the judgment creditors made defendants in case at section ~~70~~ above.

Presley Campbell vs The North Market Ave. Heights Co.

App. Doc. 156, page 62804

App. Doc. 156, page 62805

App. Doc. 156, page 62806

Alva L. Deal vs The North Market Ave. Heights Co.

App. Doc. 159, page 64550

The Citizens Building & Loan Co. vs The North Market Ave. Heights Co.;

App. Doc. 165, page 66960

App. Doc. 169, page 70752

App. Doc. 169, page 70777

The Brunson Bank & Trust Co. vs The North Market Ave. Heights Co.;

App. Doc. 168, page 67088

No. ~~79~~.80

No Pending Suits, Living Judgments or Foreign Executions, which are living liens on the premises in question.

No. ~~80~~.81

Taxes due June 1940 \$5.28 Not paid.

No. ~~81~~.82

No Bond, Personal or Federal Tax Liens.

No. ~~82~~.83

I have made no search for Special Assessments.

No. ~~83~~.84

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 shows every instrument of record affecting the title to said premises, since and including Sept. 4, 1924 as shown by the General Indexes in the several County Offices, in and for said County.

Canton, Ohio, April 30, 1940.

  
\_\_\_\_\_  
Attorney and Abstractor,

ADDENDA TO ABSTRACT OF TITLE to Lot Number Thirty Two Thousand Six Hundred Fourteen (32614) in the City of Canton, Ohio.

This Addenda covers the period since April 30, 1940.

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Market Heights, Inc., ) Warranty Deed  
By Franklin J. Arnold, President, ( Dated May 1, 1940  
By Hilda F. Arnold, Secretary, ) Consideration \$1.00  
to ) Received for Record May 4, 1940  
) Recorded May 23, 1940  
) Recorded Volume 1267 Page 272  
Ray E. Bowen )

Conveys Lot 32614, Canton, Ohio,

"subject, however, to the following conditions and restrictions, which conditions and restrictions are a part of the consideration hereof, and shall be deemed covenants and restrictions running with the land.

FIRST: That said property shall be used for residence purposes only, and there shall not be more than one residence building, which may house not to exceed two families, placed or maintained on any one lot at any one time.

SECOND: No shop, store, factory, saloon, business house of any kind, hospital, school, tenement, lodging house, boarding house, road house, public garage, filling station, apartment house, flat, house with flat roof, barn, stable, objectionable outbuilding, hotel, sanitarium, asylum or institution of like or kindred nature, commercial advertising sign or bill board, or charitable institution shall be erected or maintained on said premises, but said premises shall be occupied and used for residence purposes only and not otherwise.

THIRD: That not more than one garage for private garage purposes only, which shall be of a neat and proper design, may be built or erected on said property and on any corner lots described herein any such garage, unless attached to and forming a part of the dwelling house shall be placed not nearer than eight feet to the outside or side street line of any corner lot.

FOURTH: That no building or structure or any kind shall ever be moved on said property.

FIFTH: That no residence or dwelling shall be placed on said property, the cost of which shall be less than \$5000.00. These values are as of January 1, 1937, and their equivalent according to building cost fluctuations will be required at the time of building.

SIXTH: No building of any kind shall be erected on any lot described herein the front line of which including porches, steps excepted, is nearer than fifty (50) feet to the front lot line thereof and no building shall be erected nearer than five (5) feet to the side line of any adjoining lot (this building restriction being intended for the benefit of adjoining property owners and where any person builds a dwelling on a piece of land larger than a single platted lot, this restriction shall apply to the outside lines of said piece of land). No building shall be erected nearer than eight (8) feet to the outside or side street line of any corner lot that may be described herein.

SEVENTH: That no fence or railing, excepting a hedge or shrubbery fence and that not to exceed thirty (30) inches in height shall be built or permitted in front of the front building line established as aforesaid nor shall any fence exceeding five (5) feet in height be built or permitted in the rear of said front building line.

EIGHTH: That said property shall never be sold to or occupied by any excepting members of the caucasian race.

NINTH: That no intoxicating liquors of any kind or character shall ever be manufactured, sold or permitted to be sold on said property.

TENTH: That no turkeys, geese, or ducks and no domestic animals except dogs, cats and horses, shall be kept or allowed to be kept on said property. No chickens or other fowl shall be raised for commercial purposes or be permitted to run at large upon said premises. No nuisance of any kind shall be maintained or allowed on said premises and no use thereof shall be made or permitted that is noxious or dangerous to health.

ELEVENTH: That no excavation for the purpose of securing sand or gravel shall be of greater extent or depth than necessary for buildings to be located thereon.

TWELFTH: Any of the covenants and restrictions set forth herein may at any time and in any manner changed with the written consent of the party of the First Part, and the owner or owners of the real estate herein described and the owners of 75% of the frontage of the lots in said The North Market Avenue Heights Addition, as are located on the street on which the lot as to which the covenants and restrictions are to be changed, is located, except as to the covenants and restrictions contained in Section 9 hereof.

THIRTEENTH: Any covenants or restrictions contained in this agreement may be enforced against any violation thereof by any present or future owner or owners of adjoining or near by property located in the said The North Market Avenue Heights Addition by any legal proceedings, the same to be for the benefit of all present or future owners of land in said Addition. This conveyance is made subject also to the easements and rights heretofore granted by The North Market Avenue Heights Company to The Ohio Power Co. and The Ohio Bell Telephone Co. and any easement or right hereafter granted by Market Heights, Inc., to the same companies, their successors and assigns, to construct, maintain, renew and use the electric and telephone wires and lines upon poles and in conduits, on, over and across the rear six (6) feet of said lot, or

FOURTEENTH: After any building has been erected on said premises, the owner shall maintain a general good appearance of said premises and shall in no case allow weeds to grow on any part of said lot including lot including the easement reserved for public utilities.

FIFTEENTH: No building (not a residence of the required cost) shall be started on this lot until the residence itself has been started, unless with the express consent and written approval of the Seller. No building on this lot, other than the dwelling provided for in Paragraph Fifth shall be used as living quarters, except with the express consent and written approval of the Seller. The erection of any building on said premises must be completed within one (1) year from the beginning of building operations."

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Ray E. Bowen, and  
Dorothy Bowen,  
husband and wife,

Mortgage Deed  
Dated June 1, 1940  
Consideration \$6750.00  
Received for Record June 1, 1940  
at 10:50 A. M.

to

First Federal Savings and  
Loan Association of Canton

Recorded  
Recorded Volume 1265 Page 153  
Instrument Number 431196  
NOT CANCELLED ON RECORD

Cancelled on the record  
1941  
THE SMITH-TRUMP ABSTRACT CO.  
Canton, Ohio

Conveys Lot 32614, Canton, Ohio,

"subject to all conditions, restrictions, agreements and cove-  
nants contained in deed from Market Heights, Inc. to Grantors, to which  
reference is hereby made, and subject to easements to The Ohio Power Co.,  
recorded in Vol. 937, Page 219, Vol. 938, Page 220, and Vol. 761, Page 341,  
of Deed Records of said County, to which reference is hereby made. ."

87

There are no Leases, Mechanics' Liens, Pending Suits, Living  
Judgments, Foreign Executions, Bond Recognizances, Federal Tax Liens or  
Personal Property Tax Liens on record which affect the title to these premises.

88

The premises herein abstracted appear on the Treasurer's Books  
in the name of Market Heights, Inc., and are appraised as follows:

Land \$640.00

Taxes due in June, 1940, amount to \$5.20. Taxes due for the year 1940 are  
now a lien on said premises, but the amount of same has not been ascertained.

89

No search has been made for street or special assessments.

I HEREBY CERTIFY that the foregoing Addenda to Abstract of Title,  
consisting of 6 Items, was collated by me from the records of Stark County,  
Ohio, and that I believe the same to be correct and to show every item of record  
affecting the title to said premises, as shown by the general indices in the  
several County Offices, at Canton, Ohio, since April 30, 1940.

June 1, 1940  
11 A. M.

*Hilton Reiger*  
ATTORNEY AT LAW

OK  
4/5/41

Plain Township Historical Society



ADDENDA TO ABSTRACT OF TITLE to Lot Number Thirty-Two  
Thousand Six Hundred Fourteen (#32,614) in the City of Canton,  
Ohio.

No. **a.** 90

No deeds have been filed for record  
covering the premises in question  
since the date of the last Addenda.

No. **b.** 91

No mortgages have been filed for record  
covering the premises in question since  
the date of the last Addenda.

No. **c.** 92

There are no leases nor mechanic's  
liens.

No. **d.** 93

There are no personal tax delinquency  
liens, no federal tax liens, nor  
recognizance bond liens.

No. **e.** 94

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

No. **f.** 95

June, 1940, taxes unpaid, \$5.81.  
December, 1940, taxes unpaid.

No. **g.** 96

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

DOROTHY MAE BEST,

and

BETTY MARIE BEST'S  
GUARDIANSHIP.

1925, Apr. 13, Application for letters  
filed.  
Dorothy Mae, Four (4)  
years old 3/19/25;  
Betty Marie, One (1)  
year old 5/3/24.

" " " Freda Best, Guardian.  
Jr. 81, Page 62.

" " " Bond filed and approved.  
Bond \$9200.00 with  
William C. Best and  
C. R. Spinhour as  
sureties.

" " " Letters issued.  
Recorded in Guardian's,  
Applications, Bonds and  
Letters. No. 15,  
Page 76.

" May 4, Application for  
authority to invest  
fund.

" " " Hearing had. Guardian  
authorized to invest  
funds in Land Trust  
Certificates. Jr. 81,  
Page 208.  
Recorded in Misc. Rec.  
Vol. P, Page 418.

" " 26, Inventory filed.  
Recorded in Guardian's  
Inventory Record No. 4,  
Page 554.

1927, June 20, First Account filed.  
Recorded in Guardian's  
Record 34, Page 390.

1930, March 6, Second Account filed.  
Recorded in Guardian's  
Record 36, Page 384.

1936, May 20, Petition to sell  
personal property filed.

" " " Hearing had.  
Private sale ordered.  
Jr. 119, Page 119.  
Recorded in Misc. Rec.  
No. 43, Page 234.

" " " Order of private sale  
issued.

" Sept. 19, Affidavit of Guardian  
filed.

" " " Hearing had. Sale  
confirmed. Jr. 132,  
Page 165.  
Recorded in Misc. Rec.  
41, Page 470.

Plain Township Historical Society

1940, Dec. 30, Application for Adjust-  
ment of Dower filed.  
" " " Hearing had. Court  
directs adjustment.  
Jr. 137, Page 268.  
No further proceedings.  
Guardian Doc. I, Page  
348. No. 6481.  
Probate Court, Stark  
County, Ohio.

Application for Adjustment of Dower recites:

"Now comes Freda Best, Guardian of Dorothy Mae Best, now known as Dorothy Mae Bowen, a minor, and says that she was appointed as such guardian by the consideration of the Probate Court of Stark County, Ohio, April 3, 1925, and that said ward was nineteen (19) years old on the 19th of March last, and that said ward is the wife of Ray E. Bowen.

Your applicant alleges that on or about the 4th day of May, 1940, the said Ray E. Bowen became the owner of the following described property:

Known as and being Lot Number Eighty-Two (#82) in the North Market Heights Addition Number One (#1) to the City of Canton, Ohio, as delineated and numbered upon the plat of said Addition, and recorded in Plat Book 16, Pages 28 and 29 inclusive of the Stark County Plat Records, said lot being now known as Number Thirty-Two Thousand Six Hundred Fourteen (#32614) in the City of Canton, Ohio, according to the corrected schedule of lots in said City.

Said Ray E. Bowen proposes to sell and convey the same to William R. Ferraro and Marie R. Ferraro, for Nine Thousand Two Hundred Fifty (\$9,250.00) dollars, said amount being a fair value of said premises, and that said ward has a contingent right of dower in and to said premises which is of the reasonable value of \$319.12, and that said Ray E. Bowen can not convey clear title to said property without release of the contingent dower estate of said ward.

WHEREFORE, your applicant prays the Court to authorize and direct her to execute a deed or other instrument, releasing and waiving said inchoate dower of said ward to said William R. Ferraro and Marie R. Ferraro, and that she be authorized and directed to execute and deliver said release of dower upon payment of said value of dower to her."

Journal Entry recites:

"This matter came on to be heard this \_\_\_\_\_ day of December, 1940, upon the application of Freda Best, Guardian of Dorothy Mae Best, now known as Dorothy Mae Bowen, for the approval of the Court to a release of dower of said Dorothy Mae Bowen, wife of Ray E. Bowen, in premises owned by said Ray E. Bowen, and desired by him to be conveyed.

Upon due consideration whereof, the Court finds that the reasonable value of said inchoate dower is \$319.12, and, thereupon, authorizes and directs said Freda Best, Guardian of said ward, to execute and deliver a release and waiver of said contingent right of dower to said William R. Ferraro and Marie R. Ferraro, and orders that said guardian account for \$319.12, the value of said right of dower, as guardian of said ward."

No. 20. 48

Marriage Records, Probate Court, Stark County, Ohio, show that Ray E. Bowen, Twenty-One (21) years of age May 31, 1939, and Dorothy M. Best, Eighteen (18) years of age March 19, 1939, were married on the 23rd day of November, 1939.

Marriage Records, Vol. 48, Page 290, Stark County Probate Court.

\* \* \* \* \*

I hereby certify that the foregoing ADDENDA consisting of Sections ~~One (1)~~<sup>90</sup> to ~~Ten (10)~~<sup>72</sup> inclusive was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises since and including June 1, 1940, as shown by the general indexes in the several County offices in and for Stark County, Ohio.

  
ATTORNEY AT LAW

Canton, Ohio  
January 14, 1941  
8 o'clock A. M.

No. ~~1~~. 33

Ray E. Bowen and wife,  
to  
William R. Ferraro,  
Marie R. Ferraro.

Warranty Deed \$1.00.  
Dated Jan. 3, 1941.  
Rec. for rec. Jan. 15, 1941.  
Vol. 1295, page 389.

Conveys said Lot #32614, City of Canton, Ohio.  
Subject to the restrictions recorded in deed recorded  
in Vol. 1267, page 272, Stark County Deed Records.

Free and clear from all incumbrances except taxes and  
assessments and a mortgage of \$6750.00 to The First Federal Savings  
& Loan Association which grantees assume.

NOTE: DOWER RELEASED BY FREDA BEST, GUARDIAN  
OF DOROTHY MAE BEST, NOW DOROTHY MAE BOWEN,  
WIFE OF GRANTOR, LIENS

No. ~~1~~. 100

William R. Ferraro,  
Marie R., wife,  
to  
The Citizens Savings & Loan  
Company, Canton, Ohio.

Mortgage \$7700.00.  
Dated Jan. 14, 1941  
Rec. for rec. Jan. 15, 1941.  
Vol. 1286, page 270.  
NOT CANCELED.

Covers said Lot #32614, City of Canton, Ohio.  
Secures a loan of \$7700.00 payable \$57.75 per month  
with interest thereon at 6%.

No. ~~1~~. 101

NO LEASES OR MECHANIC'S LIENS

No. ~~1~~. 102

TAXES paid to December, 1940, instalment.  
No Federal, Recognizance, or delinquent Personal Tax Liens.

SMITH-TRUMP ABSTRACT CO., INCORPORATED, CANTON, OHIO

Plain Township Historical Society

A D D E N D A

ADDENDA to the foregoing Abstract of Title showing changes affecting the title to Lot number Thirty-two Thousand Six Hundred Fourteen (32614) in the City of Canton, Stark County, Ohio as the same appears upon the corrected schedule of renumbering of lots, since and including January 16, 1941.

No. ~~106~~ 106

William R. Ferraro and  
Marie R. Ferraro  
husband and wife

to

Lillian E. Bowen

Mortgage Deed \$500.00.  
Signed & ack. Jan. 16, 1941.  
Dep. for rec. Jan. 23, 1941.  
Rec. March 8, 1941.  
Vol. 1213, page 304  
Not cancelled

Covers Lot #32614 in the City of Canton, Ohio.

No. ~~107~~ 107

Taxes due December 1941 amounting to \$57.92 are not paid.

No. ~~108~~ 108

No other deeds or mortgages filed for record.

No. ~~109~~ 109

There are no leases or mechanic's liens.

No. 110

I have made no search for street, sewer, liquor, nor other special assessments, nor for the rights of the parties in possession.

No. 111

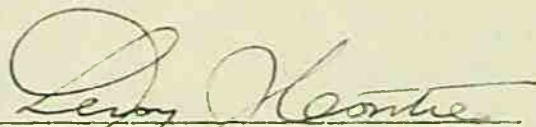
There are no pending suits, judgments, or foreign executions which may be a living lien on the above described premises.

No. 112

There are no recognizance lien bonds, personal property tax lien bonds, or federal tax liens filed for record in Stark County, Ohio.

...oCo...

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 January 16, 1941, as shown by the General Indexes in the several County Offices, in and for said County.

  
Attorney at Law

Canton, Ohio  
December 31, 1941  
9:00 a.m.

I have made a search in the name of Paul E. Zwahlen and Harriet V. Zwahlen, and I find no pending suits, judgments or foreign executions against them.

  
Attorney at Law

A D D E N D A

ADDENDA to the foregoing Abstract of Title showing changes affecting the title to Lot number Thirty-Two Thousand Six Hundred Fourteen (32614) in the City of Canton, Stark County, Ohio, as the same appears upon the corrected schedule of renumbering of lots, since and including December 31, 1941.

No. 113

William R. Ferraro  
and Marie R. Ferraro  
husband and wife

to

Paul E. Zwahlen and  
Harriet V. Zwahlen

W. D. \$1.00 & o.v.c.  
Sign. & ack. Dec. 31, 1941.  
Dep. for rec. Jan. 2, 1942.  
Rec.  
Vol. 1351, page 418.  
Serial #204

Conveys Lot #32614 in the City of Canton, Stark County, Ohio as the same appears upon the corrected schedule of renumbering of lots.

Subject to covenants, conditions, and restrictions running with the land as the same appear in a deed recorded in Vol. 1267, page 272, Stark County Deed Records.

No. 114

Paul E. Zwahlen and  
Harriet V. Zwahlen  
husband and wife

to

The Citizens Savings &  
Loan Company of  
Canton, Ohio

Mortgage Deed \$7500.00.  
Sign. & ack. Dec. 31, 1941.  
Dep. for rec. Jan. 2, 1942.  
Rec.  
Vol. 1336, page 18  
Serial #204  
Not cancelled.

CANCELLED ON RECORD  
Oct 18 1942  
MANAGER

Conveys Lot #32614 in the City of Canton, Stark County, Ohio by mortgage deed to secure a loan in the sum of \$7500.00,



payable at the rate of \$56.25 per month with 6% interest per annum, according to the rules of said company.

No. ~~e~~.115

No other deeds or mortgages filed for record.

No. ~~b~~. 116

December 1941 taxes and assessments have been paid.

No. ~~c~~.117

I have made no search for street, sewer, liquor, nor other special assessments, nor for the rights of the parties in possession.

No. ~~d~~. 118

There are no leases or mechanic's liens.

No. ~~e~~. 119

There are no pending suits, judgments, or foreign executions which may be a living lien on the above described premises.

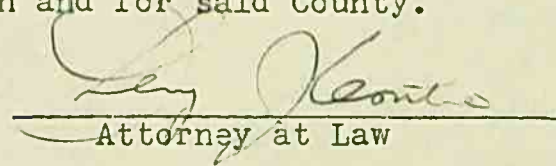
No. ~~f~~.120

There are no recognizance lien bonds, personal property tax lien bonds, or federal tax liens filed for record in Stark County, Ohio.

...oOo...

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 December 31, 1941 as shown by the General Indexes in the several County Offices, in and for said County.

Canton, Ohio  
January 7, 1941  
8:00 a.m.

  
\_\_\_\_\_  
Attorney at Law

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

No. 141

No deeds or other conveyances by Paul E. Zwahlen or  
Harriet V. Zwahlen for Lot No. 32614, Canton, Ohio.

L I E N S

No. 142

No mortgages

No. 143

No lender or mechanics liens.

No. 144

No personal tax liens.

No federal liens.

No recognizance bond liens.

No unemployment compensation liens.

No. 145

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

No. 126

TAXES: June 1943 Paid.

No. 127

ASSESSMENTS: Dec. 1943, \$11.96

Note: There are two more annual assessments, one for \$11.63 due December, 1944, the other for \$11.30 due December, 1945.

\*\*\*\*\*

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 January 7, 1942.

CANTON, OHIO

November 9, 1943

OK.  
A. L. Nease

STARK COUNTY CLERK OF COURTS

BY Arthur L. Nease  
ATTORNEY AND COLLECTOR

A D D E N D A

ADDENDA TO THE ABSTRACT OF TITLE TO, AND INCUMBRANCES UPON  
the following described real estate:

Situated in the City of Canton, County of Stark and  
State of Ohio and known as and being Lot Number Thirty-Two  
Thousand Six Hundred Fourteen (#32614) in said City, County and  
State, said Lot being formerly known as Lot Number Eighty-Two  
(82) in North Market Heights Addition Number One, subject to  
the restrictions contained in a deed recorded in Volume 1267,  
page 372 of the Stark County Deed Records,  
showing all changes of record affecting the title to said premises  
since and including November 9, 1943.

No. 2.

All instruments of record shown in this Addenda  
are regular of their kind and are regularly signed, witnessed  
and acknowledged, unless otherwise specifically noted.

No. 3.

Paul E. Zwahlen and  
Harriet V. Zwahlen,  
Husband and Wife,

Warranty Deed  
Dated November 29, 1943  
Rec. for Rec. Nov. 29, 1943  
Volume 1434 page 62

to

M. L. Eckman and  
Estella M. Eckman

Conveys premises described in the heading of this  
Addenda, subject to easements in favor of Ohio Power Company  
recorded in Volume 937, page 219, volume 938 page 220 and Volume  
771 page 341 of the Stark County Deed Records to which reference  
is hereby made.

M. L. Eckman and  
Estella M. Eckman,  
Husband and Wife,

*Cancelled on the Record  
Oct. 29, 1946  
Donald W. Seiple  
att. - at - law*

Mortgage - \$7200.00  
Dated November 29, 1943  
Rec. for Rec. Nov. 29, 1943  
Volume 143/ page 529  
NOT CANCELLED

to

The Peoples Bank,  
Canton, Ohio

Mortgages premises described in the heading of this  
Addenda.

No leases, mechanic's liens, contracts, judgments,  
pending suits, foreign executions, personal tax delinquency liens,  
federal tax liens, recognizance bonds or unemployment compensation  
liens affecting the title to said premises have been filed for  
record, since said date.

No search has been made for street, sewer, or other  
special assessments or of the records of the Federal Court.

Taxes: Paid to date.

I hereby certify that the foregoing Addenda, consisting  
of five 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 pre-  
mises from November 9, 1943 to November 29th, 1943 as shown by  
the general indexes in the several county offices.

*Donald W. Seiple*  
DONALD W. SEIPLE  
ATTORNEY AT LAW

CANTON, OHIO  
November 29, 1943

2:15 P.M.

A D D E N D A

ADDENDA to Abstract of Title to Lot No. 32614 in the City of Canton,  
County of Stark, State of Ohio.

No. 1.

NO DEEDS

No. 2.

NO MORTGAGES

No. 3.

NO LEASES, OLD AGE PENSION LIENS, PERSONAL PROPERTY TAX LIENS or  
MECHANICS' LIENS.

No. 4.

NO FEDERAL TAX LIENS, UNEMPLOYMENT COMPENSATION LIENS, or RECOG-  
NIZANCE BOND LIENS.

No. 5.

NO PENDING SUITS, JUDGMENTS, or FOREIGN EXECUTIONS which are living  
liens on the premises.

No. 6.

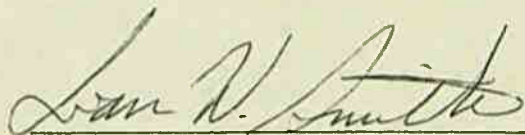
There are no matters pending in Probate Court affecting the title  
to the premises.

No. 7.

TAXES: June, 1957 installment, \$109.92, PAID.

No search has been made for special assessments. None appear upon  
the duplicate.

I hereby certify that the foregoing ADDENDA has been 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 the premises as shown by the General Indexes in the several  
county offices in and for Stark County, Ohio, since and including  
November 29, 1943.

  
Ivan W. Smith, Attorney

Canton, Ohio  
September 11, 1957  
1:30 A.M.

SHORT-FORM CONTINUATION

SHORT-FORM CONTINUATION to the foregoing Abstract, showing all changes affecting the title to Lot No. 32614 in the City of Canton, Stark County, Ohio, since and including September 11, 1957.

No. 8

M. L. Eckman  
and  
Estella M. Eckman,  
husband and wife,  
to  
Jerry I. Newman  
and  
Blema Newman

Warranty Deed  
Dated September 17, 1957.  
Rec'd for Record  
September 27, 1957.  
Vol. 2498; Page 557.

//  
Conveys Lot No. 32614 (as the same appears upon the corrected schedule of lots) in said City of Canton, Ohio.

Subject, however, to all the covenants, conditions and restrictions running with the land as the same appears in a certain deed recorded in Volume 1267, Page 272 of the Stark County Deed Records.

Subject also to certain easements to the Ohio Power Company recorded in Volume 761, Page 341, Volume 937, Page 219, and Volume 938, Page 220 in the Stark County Recorder's Office. //

No. 9

Jerry I. Newman  
and  
Blema Newman,  
husband and wife,  
to  
First Federal Savings and  
Loan Association of Canton

Mortgage \$17,000.00.  
Dated September 17, 1957.  
Rec'd for Record  
September 27, 1957.  
Vol. 2521; Page 508.  
Not cancelled.

*Cancelled Aug 27, 1967*

Mortgages premises described in the preceding section subject to same conditions and restrictions.

\*\*\*\*\*

I HEREBY CERTIFY that I have collated the foregoing instruments from the records of Stark County, Ohio, as shown by the General Indexes found in the several County offices, and that the same are the only additional lien or change in title affecting the title to the premises abstracted, from and including September 11, 1957, to the date hereof.

Canton, Ohio  
September 28, 1957

*James E. Ritchie*  
James E. Ritchie  
Attorney at Law

32014 in the City of Canton, Ohio, ...  
of the previous Addenda.

No. 2

Blema W. Newman  
Plaintiff

In the Court of Common Pleas  
Division of Domestic Relations

-vs-

Petition for Divorce

Jerry I. Newman  
Defendant

1966-12-2- Petition and praecipe  
and Motion for Alimony  
filed.  
1966-12-6- Summons, copy of Motion,  
copy of Journal Entry re-  
turned served personally  
on the defendant.  
1967-7-3- Decree of Divorce to Plain-  
tiff, custody of minor child  
ren granted to both parties,  
Defendant to pay for thier  
support. See Journal D.R. 2-  
for disposition of property  
Costs of Defendant. Costs  
not paid.  
App. Doc. 81 Page 48570

No. 3

Jerry I. Newman,  
husband of the Grantee  
to

Quit Claim Deed  
Dated June 30, 1967  
Rec. for Recd. July 10, 1967  
Volume 3251 Page 101

Blema W. Newman

Quit claims all interest in Lot Number 32614 in the  
City of Canton.

No. 4

No new mortgages. Mortgage recorded in Volume 2521,  
Page 508 remains uncanceled.

No. 5

No Leases or Mechanic's Liens

No. 6

No Federal Tax Liens, Recognizance Bond Liens, Personal  
Property Tax Liens or Unemployment Tax Liens that are living liens



on the premises in question.

No. 7

No Pending Suits, Living Judgments or Foreign Executions that are living Liens on the premises in question. Search includes check of Probate Court.

No. 8

TAXES: Due June 67-\$156.07-Paid

No. 9

I have made no search for street, sewer, or other special assessments except as listed on the Tax Duplicate.

\*\*\*\*\*

I hereby certify that the foregoing ADDENDA consisting of 9 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 shown by the General Indexes in the several County Offices in and for said County since and including September 28, 1957.

Canton, Ohio  
August 11, 1967  
1:00 P.M.



Attorney at Law

Addenda to the foregoing Abstract of title, showing changes of record affecting the title to the premises abstracted since and including, August 11, 1967 1:00 P.M.

No 2

Blema Newman (Unmarried)  
a.k.a. Blema W. Newman  
to  
Herbert Silver  
Tobie Silver

Warranty Deed \$1 00  
S/A August 24, 1967  
R/R August 25, 1967  
R August 28, 1967  
Vol 3256, Page 701  
Stark County Deed Records

Conveys abstracted premises

Liens No 3

Herbert Silver  
Tobie Silver Husband And wife  
to  
First Federal Savings and Loan Association

Mortgage Deed \$19,200 00  
S/A August 25, 1967  
R/R August 25, 1967  
R August 28, 1967  
Vol 3268, Page 302

Cover premises abstracted to secure note in amount \$19,200.00 at 6 $\frac{1}{2}$ % per annum @\$127 00 per month until paid

Stark County Mortgage Records  
Not Cancelled

No. 4

No Leases or Mechanics Liens

No. 5

No personal tax liens, federal tax liens, recognizance bond liens, unemployment compensation liens, security liens or financing statements.

No. 6

No pending suits, living judgments or foreign executions which are living liens against premises abstracted.

No. 7

No matters pending in the Stark County, Probate Court.

No. 8

TAXES: Taxes for the year 1966 are paid. Taxes for the year 1967 are a lien and not yet determined or not yet due

\*\*\*\*\*

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 the premises abstracted, as shown by the General Indexes in the several County office in and for Stark County, Ohio.