

ABSTRACT OF TITLE TO LOT NUMBER  
20 IN HOMER SNYDER'S ALLOTMENT  
NUMBER 1 LOCATED IN A PART OF  
THE NORTHWEST QUARTER OF SECTION  
NUMBER 29, TOWNSHIP NUMBER 11  
(PLAIN), RANGE NUMBER 8, STARK  
COUNTY, OHIO.

Plain Township Historical Society

Russell J. Van Nostran,  
Attorney at Law.

RETURN TO
<b>THE CITIZENS</b>
NO. <u>GI 2259</u>
NAME <u>STEVENS</u>

ABSTRACT OF TITLE to Lot Number 20 in Homer Snyder's Allotment Number 1 located in a part of the Northwest Quarter of Section Number 29, Township Number 11 (Plain), Range Number 8, Stark County, Ohio as shown and designated on the Plat thereof recorded in Plat Book Vol. 24, Page 48 of the Plat Records in the Stark County, Ohio Recorder's Office.

The above described premises being a part of the premises described in the heading of this Abstract.

ABSTRACT OF TITLE to the following described premises:

Tract Number One: Situated in the Township of Plain, County of Stark, and State of Ohio, being part of the northwest quarter of section 29 Township 11, Range 8, Stark County, Ohio, and commencing for the same at a stone at the northeast corner of said quarter section; thence south 4 degrees 38 minutes west and along the east line of said quarter section a distance of 1171.94 feet to an iron pin and being the true place of beginning for the tract to be hereby conveyed; thence north 85 degrees 25 minutes west and parallel with the north line of said quarter section a distance of 907.5 feet to an iron pin; thence again south 4 degrees 35 minutes west and parallel with the east line of said quarter section a distance of 144 feet to an iron pin; thence south 85 degrees 25 minutes east and again parallel with the north line of said quarter section a distance of 907.5 feet to an iron pin on the east line of said quarter section; thence north 4 degrees 35 minutes east and along the said east line of said quarter section a distance of 144 feet to the place of beginning and containing 3 acres of land.

Reserving therefrom a strip of land 20 feet wide off the entire east side for road purposes, also a strip of land 15 feet wide off the entire north side for road purposes.

Tract Number Two: Also a part of the Northwest quarter of Section 29, Township 11, Range 8, Stark County, Ohio, and commencing for the same at a stone at the northeast corner of said quarter section; thence south 4 degrees 35 minutes west and along the east line of said quarter section a distance of 1027.94 feet to an iron pin and being the true place of beginning for the tract to be hereby conveyed; thence north 85 degrees 25 minutes west and parallel with the north line of said quarter section a distance of 907.5 feet to an iron pin; thence again south 4 degrees 35 minutes west and parallel with the east line of said quarter section a distance of 144 feet to an iron pin; thence south 85 degrees 25 minutes east and again parallel with the north line of said quarter section a distance of 907.5 feet to an iron pin on the east line of said quarter section; thence north 4 degrees 35 minutes east and along the east line of said quarter section a distance of 144 feet to the place of beginning, and containing 3 acres of land.

Reserving therefrom a strip of land 20 feet wide off the entire east side for road purposes, reserving a strip of land 3 feet wide off the entire north side.

Reserving also 15 feet off the entire south side of said tract for roadway purposes, together with 15 feet off the north side of adjoining property making together 30 feet for road purposes.



Tract Number Three: Situated in the Township of Plain, County of Stark and State of Ohio and being a part of the northwest quarter of Section 29, Township 11, Range 8, Stark County, Ohio, and commencing for the same at a stone at the northeast corner of said quarter; thence south 4 degrees 35 minutes west and along the east line of said quarter a distance of 996.87 feet to a stone and being the true place of beginning of the tract to be hereby conveyed; thence north 85 degrees 25 minutes west a distance of 907.5 feet to a point; thence again south 4 degrees 35 minutes west and parallel with the east line of said quarter a distance of 34.07 feet to a point; thence south 85 degrees 25 minutes east a distance of 907.5 feet to a stake on the east line of said quarter; thence north 4 degrees 35 minutes east and along the east line of said quarter a distance of 34.07 feet to the place of beginning and containing  $71/100$  of an acre.

Reserving therefrom a strip of land 20 feet wide off the entire east side, for road purposes.

Tract Number Four: Situated in the Township of Plain, County of Stark and State of Ohio and being a part of the northwest quarter of Section 29, Township 11 (Plain) Range 8, Stark County, Ohio, and commencing for the same at a stone at the northeast corner of said quarter section; thence south 4 degrees 35 minutes west and along the east line of said quarter section a distance of 1459.94 feet to an iron pin and being the true place of beginning for the tract to be hereby conveyed; thence north 85 degrees 25 minutes west and parallel with the north line of said quarter section a distance of 907.5 feet to an iron pin; thence south 4 degrees and 35 minutes west and parallel with the east line of said quarter section a distance of 213.93 feet to an iron pin; thence south 85 degrees 25 minutes east and again parallel with the north line of said quarter section a distance of 907.5 feet to a stone on the east line of said quarter section; thence north 4 degrees 35 minutes east and along the east line of said quarter section a distance of 213.93 feet to the place of beginning and containing 4.44 acres.

Reserving, however, twenty (20) feet off the entire east side and fifteen (15) feet off the entire north side for road purposes.

Tract Number Five: Situated in the Township of Plain, County of Stark and State of Ohio bounded and described as follows: It being part of the North West Quarter of Section Number 29, Township 11 (Plain) Range 8, Stark County, Ohio, and commencing for the same at a stone at the North East corner of said quarter section, thence south 4 degrees 35 minutes West and along the East line of said quarter section a distance of 1315.94 feet to an iron pin and being the true place of beginning for the tract to be hereby conveyed; thence North 35 degrees 25 minutes West and parallel with the North line of said quarter section a distance of 907.5 feet to a point; thence South 4 degrees 35 minutes West and parallel with the East line of said quarter section a distance of 144 feet, to a point; thence South 85 degrees 25 minutes East and again parallel with the North line of said quarter section a distance of 907.5 feet, to an iron pin on the said East line of said quarter section; thence North 4 degrees 35 minutes East and again along the East line of said quarter section a distance of 144 feet, to the place of beginning and containing Three (3) acres of land.

A strip of land 15 feet wide off the entire South side of the above described premises and a strip of land 20 feet wide off the entire East side of the above described premises is hereby reserved for road purposes.

The foregoing five (5) tracts constitute 14.16 acres of land.



1.

James Madison,  
President of U. S.  
to  
Thomas Hailey.

Government Patent.  
Dated June 1, 1810  
Certified copy dated Mar. 27, 1907  
Rec. for Rec. May 24, 1907  
Rec. Vol. 469, page 266  
Stark County Recorder's Office.

Conveys North west quarter of Section 29, Township 11,  
Range 8.

NOTE: Certificate of Recorder of General Land office recites  
that the Record of the Patent is not signed cured by  
Section 2470 of Revised Statutes of U.S.

2.

Thomas Heales and  
Cassandra, his wife,  
to  
David Risher.

Warranty Deed \$900.00  
Signed & Ack'd Apr. 29, 1811  
Rec. for Rec.  
Rec. Vol. B, page 90

Conveys North West Quarter of Section 29, Township 11,  
Range 8.

3.

David Risher's Estate.

1819 Oct. 7 Letters of Administration  
George Cribbs.  
" Dec. 13 Inventory account of sales  
etc. filed. No further  
record.  
Administrator's Docket A, page 67.  
Stark County Probate Office.

4.

John Wingert, and wife,  
vs.  
The heirs of David  
Risher, deceased.

Petition for Partition.  
1827 Mar. 2 Petition filed.  
" May 23 John Harris, Guardian  
ad litem.  
" May 23 Writ ordered.  
" June 7 Writ issued.  
" Sept. 17 Return of appraisers and  
sale ordered.  
Property appraised at  
\$1060.00.  
" Oct. 3 Order to sell certified.  
1828 Apr. 11 Leave to amend by strik-  
ing Margaret, and insert  
Rebecca.  
" " " Distribution ordered.  
Costs paid.

Appearance Docket E, page 190.  
Rec. Vol. H, page 243.  
Stark County Clerks Office.

PETITION:- Recites that on or about 1822, David Risher of Plain Township, Stark County, Ohio, died intestate seized in fee simple of the North West Quarter of Section 29, Township 11, Range 8. That petitioners John Wingert, and Susannah, his wife, in right of said Susannah, who is a legal heir of the said David Risher, deceased, are entitled to 1/11 part of said quarter Section which they hold in coparcenary with Catherine legal heirs of lawful age, intermarried with one George Mattinger, of Columbiana County, Ohio, Nancy intermarried with Valentine Shook, Elizabeth intermarried with John Dull, Esther intermarried with George Hensyl, all legal heirs of lawful age of Stark County, Ohio, David Risher, Polly R., Daniel R., Lydia R., Rebecca R., and John R., legal and minor heirs of Stark County, aforesaid.

That said David Risher left a widow, since intermarried with Baltzer Koontz of Stark County, who is entitled to dower in said quarter, which has been assigned to her, by three persons appointed by your honor to appraise said land as follows: Commencing at the south east corner of said quarter and running north on the east line thereof 116 rods and a half; thence west 55 rods; thence south 116 1/2 rods to the south line of said quarter; thence east on said line 55 rods to the place of beginning in the form of a long square containing 40 acres and 7 rods. Prays for partition of said quarter subject to said widow's dower above described, including the reversionary interest in said dower tract, etc.,

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

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

5.

Timothy Reed, Sheriff  
of Stark County, Ohio,  
to  
Nicholas Stump.

Sheriff's Deed \$1003.00  
Signed & Ack'd Aug. 7, 1828  
Rec. for Rec. Sept. 1, 1828  
Rec. Vol. G. page 534.

Conveys North West Quarter of Section 29, Township 11, Range 8, subject to the widow's dower interest therein.

Deed recites that the same is made under an order of Court in proceeding set forth in Section 4.

6.

Nicholas Stump, and  
Catharine, his wife,  
to  
Jacob Clipert.

Quit Claim Deed \$1400  
Signed & Ack'd Jan. 17, 1829  
Rec. for Rec. Apr. 9, 1830  
Rec. Vol. H. page 613.

Same description as preceding section.



Jacob Klippart and  
Elizabeth, his wife,  
to  
Samuel Weaver.

Warranty Deed \$84.00  
Signed & Ack'd Apr. 26, 1830  
Rec. for Rec. Aug. 17, 1830  
Rec. Vol. I, page 7.

Conveys part of the North West Quarter of Section 29, Township 11, Range 8, and is bounded as follows:- Beginning at north east corner of John Brandin's tract; thence west 55 perches to a post; thence north 50.7 perches to a post; thence east 55 perches to a post; thence south 40.7 perches to the place of beginning, containing 14 acres. The said 14 acres is of the Dowery in which David Risher's widow has a life estate.

See Sec. 8 following for place of beginning.

NOTE:- Grantors acknowledged as "Elizabeth and Jacob Kleppart."

8.

Jacob Klippart and  
Elizabeth, his wife,  
to  
John Brandon.

Warranty Deed \$120.00  
Signed & Ack'd Apr. 26, 1830  
Rec. for Rec. Sept. 15, 1830  
Rec. Vol. I, page 30.

Conveys part of the North West Quarter of Section 29, Township 11, Range 8, and is bounded as follows:- Beginning at the south east corner of said quarter; thence west 55 perches to a post; thence north 58.2 perches to a post; thence east 55 perches to a post; thence south 58.1 perches to the place of beginning, containing 20 acres, the said 20 acres is of the dowery in which Daniel Risher's widow has a life estate.

NOTE:- This deed is shown for the purpose of locating the tract described in Section 7.

9.

Samuel Weaver's Will.

Dated October 13, 1865  
Codicil Dated November 2, 1865  
Probated November 13, 1866  
Recorded in Will Vol. D, p. 124  
Stark County Probate Office.

Wills to his grand-daughter Catherine Elizabeth Weaver, \$400.00 to be paid out of his estate in Stark County, and to Susan Rinehart, who is indentured to him \$100.00. Makes no disposition of his farm in Stark County.



Samuel Weaver's Estate.

1866 Nov. 30 Catherine Weaver and  
Jacob Trump Adms. with  
Will annexed.  
" " " Bond filed.  
" " " Letters issued.  
1868 Feb. 1 Inventory filed and sale  
list  
1869 Aug. 17 Final account filed as to  
personal property.  
1874 June 20 Final account filed.  
Administrator's Docket B, page 100  
Stark County Probate Office.

NOTE:- The record and file in the above estate does not show the application for the appointment of the Administrators, therefore the list of the heirs of the decedent can not be found.

11.

Catharine Weaver,  
Valentine Weaver, and  
Isabella A. his wife,  
Joseph H. Welty, and  
Lucy A., his wife,  
Lewis Spangler and  
Lydia, his wife,  
Samuel C. Weaver and  
Margaret, his wife,  
Eli Weaver and  
Louisa A., his wife,  
Enos Weaver,  
Henry McBowell, and  
Harriet, his wife,  
Hiram H. Weaver, and  
Kate A., his wife,  
to  
Jacob C. Trump.

Quit Claim Deed \$9800  
Signed & Ack'd Dec. 4, 8, 10,  
26, 31, 1866.  
Rec. for Rec. Feb. 20, 1867  
Rec. Vol. 95, page 268.

Conveys part of the North West Quarter of Section 29, Township 11, Range 8, and is bounded as follows:- Beginning at north east corner of John Brandin's tract as owned on the 26th day of April, 1830; thence west 55 perches to a post; thence north 40.7 perches to a post; thence east 55 perches to a post; thence south 40.7 perches to the place of beginning, containing 14 acres.

NOTE:- East and west lines of said 14 acre tract are given as 40.7 perches.

11. (cont.)

NOTE:- Part of grantor's names are given as "Isabella Weaver," "Samuel Weaver," and "Louisa Weaver," in body of deed, but they sign and are acknowledged as above. Hiram H. Weaver's name is given as "Hiram Weaver," in body of deed and acknowledgment, but he signs as above.

No witnesses to signature of Joseph H. Welty, acknowledged in Carroll County, Illinois.

No witnesses to signature of Louisa A. Weaver, acknowledged in Boone County, Iowa.

Samuel C. Weaver is one of the witnesses to signatures of Lewis and Lydia Spangler and Margaret Weaver.

The marital status of Catharine Weaver and Enos Weaver is not set forth in this deed. Section 18 recites that Catharine Weaver is the widow of Samuel Weaver.

12.

Marriage Record 3, page 302, Probate Court.

Certifies that Jacob C. Trump and Elizabeth Weaver were joined in marriage April 13, 1848.

J. J. East, Minister.

13.

Elizabeth Trump died August 20, 1884. See Death Record #2, Stark County Probate Office.

From the proceeding noted at Section 15 it is apparent that Elizabeth Trump was a daughter and heir at law of Samuel Weaver, deceased.

We can find no record of Will or Administration of the estate of Elizabeth Trump in Stark County Probate Office.

14.

Silas T. Trump's Guardian.	1885	Apr.	4	Application filed.
	"	"	"	Winfield S. Shertzer Guardian.
	"	"	"	Bond filed.
	"	"	"	Letters issued.
	"	"	13	Inventory filed.
	"	May	1	Bond for sale of real estate filed.
	1887	Feb.	7	Bond for sale of real estate filed.
	1888	Mar.	30	First account filed.
	1890	Dec.	31	Second account filed.
	1892	July	27	Final account filed.
	Guardian's Docket B, page 331 Stark County Clerk's Office.			



Winfield S. Shertzer,  
Guardian for Silas  
T. Trump, an Imbecile.

Petition to sell Real Estate.  
1885 Apr. 14 Petition filed.  
" " 28 Notice and proof of  
service filed.  
" " " Hearing and appraise-  
ment ordered.  
" " " Order of appraisement  
issued.  
" May 1 Order of appraisement  
returned and filed.  
Property appraised at  
\$750.00.  
" " 1 Affidavit for private  
sale filed.  
" " 1 Bond for sale of real  
estate filed.  
" " 1 Hearing had, appraise-  
ment and bond approved  
and private sale ordered.  
" " 1 Order of private sale  
issued.  
" " 16 Order of private sale  
returned. Property sold  
to Jacob C. Trump.  
" " " Sale approved and deed  
ordered.

Civil Docket D, page 158  
Civil Record H, page 1  
Stark County Probate Office.

PETITION:- Recites that Silas T. Trump as the sole heir of his mother Elizabeth Trump, deceased, is the owner in fee simple, subject to the life estate of his father, Jacob C. Trump of an undivided 1/9 part of the real estate described at Section #11, of this abstract. That said real estate being subject to said life estate yields no income to said ward. That the sale of real estate is necessary for maintaining boarding and clothing said ward and providing medical attendance, medicine, etc., Prays that Silas T. Trump and Jacob C. Trump may be made defendants and for an order to sell said interest. Defendants duly served with summons.

SALE:- W. S. Shertzer reports sale of said premises to Jacob C. Trump. Sale confirmed and deed ordered.

The Journal Entry provides as follows:

This day the Plaintiff produced in open Court his report of a sale of the real estate described in his Petition, made by him at private sale, pursuant to the order of the Court hereinbefore made and entered. On a careful examination of said report the Court finds, that said sale has been in all respects legally and properly made, and it therefore approves and confirms the same; and it orders that said Plaintiff execute and deliver to the purchaser a proper deed of conveyance for the real estate so purchased by him. It is further ordered by the Court that said guardian proceed to invest the avails of said sale, in the manner proposed in his said Petition for the benefit of said ward, and to provide for his maintenance and support; said Plaintiff first prays out of said avails the costs of this proceeding, taxed at \$\_\_\_\_\_.

16.

Winfield S. Shertzer,  
Guardian of Silas T.  
Trump, an Imbecile,  
to

Jacob C. Trump.

Guardian's Deed \$750  
Signed & Ack'd May 16, 1885  
Rec. for Rec. May 16, 1885  
Rec. Vol. 213, page 277.

Recites the proceedings in the next preceding Section and conveys the undivided 1/9 part, subject to the life estate of Jacob C. Trump therein, the tract described at Section 11 and other premises.

17.

Jacob C. Trump's  
Estate.

1886	Mar.	8	Application filed.
"	"	"	Anna Trump, Admrx.
"	"	"	Bond filed & approved.
"	"	"	Letters issued.
1887	Nov.	11	Inventory and appraisement filed.
"	"	"	Sale bill filed.
"	"	"	Costs paid. Final account filed.

Administrator's Docket C, page 146  
Stark County Probate Office.

APPLICATION:- Recites that Jacob C. Trump, died intestate on or about March 3, 1886, leaving Anna Trump his widow and Silas T. Trump, his son, his only heirs at law.



Winfield S. Shertzer,  
Guardian of Silas T.  
Trump, an Imbecile,  
-vs-  
Silas T. Trump, and  
Annie Trump.

Petition to sell Real Estate.  
1886 Dec. 6 Petition and answer of  
widow filed.  
" " 20 Proof of service of  
notice filed.  
" " " Order to appraise issued.  
" " " Order of appraisement  
issued.  
" Feb. 5 Order of appraisement  
returned and approved,  
and bond approved.  
" " 7 Hearing had and private  
sale ordered.  
" " " Order of private sale  
issued.  
" " 8 Answer of Administratrix  
filed.  
" " " Order of private sale  
returned. Proceedings sold  
to William Bair, and  
Anna Trump.  
" " " Sale approved and deed  
ordered.

Civil Docket D, page 322  
Civil Record H, page 434  
Clark County Probate Office.

PETITION;- Recites that Silas T. Trump is the owner of fee simple  
as sole heir of Jacob C. Trump, deceased, subject to  
the dower of the defendant Annie Trump of the real estate des-  
cribed at Section 11, of this Abstract. That Annie Trump as widow  
of Jacob C. Trump is entitled to dower in said premises. That said  
Jacob C. Trump in his life time to wit:- on February 18, 1867  
purchased said real estate from the widow and heirs of Samuel  
Weaver, deceased. That as part of the purchase money for said  
premises he agreed to pay Catharine Weaver widow of said Samuel  
Weaver, deceased, the sum of \$228 each and every year during her  
natural life and also at the same time executed and delivered to  
each of the heirs of said Samuel Weaver, deceased, to wit:- To  
Hiram H. Weaver, Elis Weaver, Wm Weaver, Samuel Weaver, Mrs. Henry  
McDowell, Lydia Spangler and Lucy Ann Welty a promissory note for  
\$422.22 payable three years after the death of said Catharine Weaver  
with interest from the date of her death and to secure the payment  
of said sums executed and delivered to said widow and heirs, a  
mortgage on said premises. That said Catharine Weaver is still  
living and entitled to her said annuity and it is uncertain when the  
same will cease to be payable. That said wards portion of the  
income from said farm annually does not exceed \$400.00. That out of

this sum plaintiff as such Guardian is compelled to pay annually said annuity and other expenses leaving a deficit of \$333.00. That plaintiff believes it will be for the interest of said ward to sell said real estate, subject to said annuity and said Mortgage and reinvest the money etc., Prays for an order to sell.

ANSWER OF ANNA TRUMP:- Consents to the sale of said premises, waives the assignment of dower in said premises, by metes and bounds, or in rents and profits, and asks the Court to allow her a sum of money in lieu thereof.

Defendants duly served with summons.

ANSWER OF ADMINISTRATRIX:- Says personal assets of Jacob C. Trump are insufficient to pay the debts and asks that Guardian be ordered to pay her \$700.00 out of proceeds of sale.

SALE: Guardian reports sale of said property to William Bair and Anna Trump. Sale approved and ordered.

The Journal Entry provides as follows:-

This cause now being heard on the Return of Winfield S. Shertzer, Guardian of Silas T. Trump an insane person, of this proceeding and sale under the order of this Court and on Motion to confirm the same, the Court after having carefully examined said return, and being satisfied that each sale was fairly and legally made, does hereby approve and confirm the same, and order that upon deferred payments of purchase money being properly secured, the said Winfield S. Shertzer, Guardian of Silas T. Trump, make to the purchaser, William Bair and Annie Trump a good and sufficient deed for the premises so sold.

19.

William S. Shertzer, as  
Guardian of Silas Trump,  
an imbecile,  
to  
William Bair and  
Annie Trump.

Guardian's Deed \$13,545.00  
Signed & Ack'd Feb. 8, 1887  
Rec. for Rec. Mch. 22, 1887  
Rec. Vol. 226, page 544.

Conveys the premises described at Section 11 preceding free from dower of Annie Trump widow of Jacob C. Trump deceased, subject to mortgage set forth in Section 43 following.



## 19. (a)

William Bair, unmarried,  
to  
Anna Trump.

Warranty Deed \$8500  
Signed & Ack'd Mch. 31, 1905  
Rec. for Rec. Apr. 20, 1905  
Rec. Vol. 437, page 314.

Conveys the premises described at Section 19 preceding.

## 20.

Anna Trump, unmarried,  
name sometimes written  
Annie Trump,  
to  
Celestia C. Kolp.

General Warranty Deed \$20,000.00  
Signed & Ack'd Aug. 16, 1909  
Rec. for Rec. Aug. 16, 1909  
Rec. Vol. 485, Page 598.

Conveys a part of the North West quarter of Section 29, Township 11, Range 8, beginning at a stone in the east line of said quarter, 997 feet south from the north east corner of said quarter; thence north 85 degrees 25 minutes west 907.5 feet to a point; thence south 4 degrees 25 minutes east and parallel with the east line of quarter section, 677 feet to a point; thence south 85 degrees 25 minutes east and parallel with the north line of said Section 907.5 feet to a stone in the east line of quarter section; thence north 4 degrees 35 minutes east and along east line of said quarter section 677 feet to beginning, containing 14.1 acres, also other premises.

Celestia C. Kolp and  
Charles A. Kolp,  
wife and husband,  
to  
George F. S. Melbourne  
and William F. Melbourne.

Warranty Deed \$1.00  
Signed & Ack'd Mar. 29, 1920  
Rec. for Rec. Mar. 30, 1920  
Rec. Vol. 698, page 395.

Conveys Tract #4 as described in the heading of this Abstract.

## 22.

George F. S. Melbourne  
and Mary F. Melbourne,  
husband and wife, and  
William F. Melbourne  
and Frances F. Melbourne,  
husband and wife,  
to  
Mary F. Melbourne.

Warranty Deed \$1.00  
Signed & Ack'd May 7, 1923  
Rec. for Rec. May 7, 1923  
Rec. Vol. 793, page 100.

Conveys Tract #4 as described in the heading of this Abstract.

Celestia C. Kolp  
and husband,  
to  
Joseph Klosterman,  
Edward G. Nist and  
Walter Carey,

Warranty Deed \$1.00  
Signed & Ack'd Aug. 18, 1914  
Rec. for Rec. Aug. 18, 1914  
Rec. Vol. 562, page 377.

Conveys tract #5 described in the heading of this Abstract.

Walter Carey and  
Shane Carey,  
husband and wife,  
to  
Joseph Klosterman  
and Edward G. Nist.

Warranty Deed \$1.00  
Signed & Ack'd Aug. 16, 1917  
Rec. for Rec. Aug. 17, 1917  
Rec. Vol. 617, page 177.

Conveys an undivided third in Tract #8 as described in the heading of this Abstract.

Joseph Klosterman, single,  
and Edward G. Nist and wife,  
to  
Mary F. Melbourne.

Warranty Deed \$1.00  
Signed & Ack'd Mar. 31, 1920  
Rec. for Rec. Apr. 2, 1920  
Rec. Vol. 698, page 534.

Conveys Tract #5 as described in the heading of this Abstract.

Celestia C. Kolp and  
Charles A. Kolp,  
husband and wife,  
to  
Mary F. Melbourne.

Warranty Deed \$1.00  
Signed & Ack'd Mar. 20, 1920  
Rec. for Rec. Apr. 6, 1920  
Rec. Vol. 698, page 575.

Conveys Tracts #1 and 2 as described in the heading of this Abstract.



Celestia C. Kelp and  
Charles A. Kelp,  
wife and husband,  
to  
Mary F. Melbourne.

Warranty Deed \$1.00  
Signed & Ack'd Apr. 14, 1920  
Rec. for Rec. Apr. 20, 1920  
Rec. Vol. 712, page 415.

Conveys Tract #3 as described in the heading of this Abstract.

Mary F. Melbourne, wife of  
George F. S. Melbourne,  
the grantee,  
to  
George F. S. Melbourne.

Quit Claim Deed \$1.00  
Signed & Ack'd Oct. 17, 1923  
Rec. for Rec. Oct. 18, 1923  
Rec. Vol. 813, page 263.

Conveys the following described premises: Situated in the Township of Plain, County of Stark, and State of Ohio and being a part of the northwest quarter of Section 29, Township 11, Range 8, Stark County, Ohio, and commencing for the same at a stone at the northeast corner of said quarter section; thence south 4 degrees 35 minutes west and along the east line of said quarter section a distance of 996.87 feet to a stone, this being the true place of beginning for the tract hereby conveyed; thence north 85 degrees 25 minutes west a distance of 907.5 feet to a point; thence south 4 degrees 35 minutes west and parallel with the east line of said quarter section a distance of 680 feet; thence south 85 degrees 25 minutes east a distance of 907.5 feet to a stone on the east line of said quarter; thence north 4 degrees and 35 minutes east along the east line of said quarter a distance of 680 feet to the place of beginning, and containing 14.15 acres of land, reserving therefrom, however, a strip of land 20 feet wide off the entire east side of the foregoing above described tract of land for road purposes, the same to be used in conjunction with a strip of land of the same width immediately adjoining the same on the east for road purposes.

George F. S. Melbourne, Sr.  
to  
George F. S. Melbourne, Jr.

Quit Claim Deed \$1.00  
Signed & Ack'd Feb. 9, 1931  
Rec. for Rec. Feb. 9, 1931  
Rec. Vol. 1047, Page 582.

Conveys Tracts #1 and 2 as described in the heading of this Abstract, and other premises.

NOTE:- Marital status of grantor not set forth.

George F. S. Melbourne, Sr.  
to  
George F. S. Melbourne, Jr.

Quit Claim Deed \$1.00  
Signed & Ack'd Feb. 9, 1931  
Rec. for Rec. Feb. 9, 1931  
Rec. Vol. 1047, page 583.

Conveys Tracts #3, 4 and 5 as described in the heading of this Abstract and other premises.

NOTE:- Marital status of grantor not set forth.

## 30. (a)

Mary F. Melbourne wife of George F. S. Melbourne, Sr. died February 5, 1929. Taken from the record in the Administration of her estate in the Probate Court of Stark County, Ohio, Administrators Docket W, Page 42.

## 31.

The First National Bank, of Canton, Ohio		Stark County Common Pleas Court.
vs.	1932, May 27	Petition, Praecipe and Waiver filed.
George F.S. Melbourne, Sr.,	" "	" Summons Issued.
George F.S. Melbourne, Jr.,	" "	" Answer and Cross Petition and Praecipe of the Central Savings Bank & Trust Co. Executor filed.
The Central Savings Bank and Trust Co. as Executor of The Last Will and Testament of Austin C. Brant, deceased.	" "	" Summons issued.
(1 new party substituted.)	" "	31 Summons returned: Received this writ May 27, 1932 at 2:00 P.M. and pursuant to its command on May 27, 1932, I notified the within named Defendant, George F.S. Melbourne, Sr. by leaving for him at his usual place of residence, a true and certified copy of this writ with all endorsements thereon. On May 27, 1932, I notified the within named Defendant, George F. S. Melbourne, Jr. by delivering to him personally a true and certified copy of this writ with all endorsements thereon.
App. Doc. 159, -64975		Roscoe W. Oberlin, Sheriff.



- 1932 May 31 Summons returned: Received this writ May 27, 1932 at 2:00 P.M. and pursuant to its command on May 27, 1932, I notified the within named Defendant, George F. S. Melbourne, Sr., by leaving for him at his usual place of residence, a true and certified copy of this writ with all endorsements thereon. On May 27, 1932, I notified the within named Defendant, George F. S. Melbourne, Jr. by delivering to him personally a true and certified copy of this writ with all endorsements thereon.  
Roscoe W. Oberlin, Sheriff.
- 1932 July 18 Answer of George F. S. Melbourne, Jr. filed.
- " " 21 Answer filed.
- " Dec. 2 Motion filed.
- " " 3 Depositions of George F. S. Melbourne, Jr. filed.
- " " 6 Reply of the First National Bank filed.
- " " 6 Reply of the Central Savings Bank & Trust Co. filed.
- 1933 Jan. 26 Leave to Defendant, George F. S. Melbourne to file amended answer instanter.
- " Sept. 14 Motion to dismiss petition filed.
- " Oct. 2 Motion withdrawn.
- 1934 Feb. 8 Brief of Defendant filed.
- " Mar. 14 Motion filed.  
Leave to make George F. S. Melbourne, Jr., Executor of the Estate of George F. S. Melbourne, Sr. a party Defendant, and substituted cause revived Oct. 8, 1934, transcript of opinion in triplicate ordered and furnished. Oct. 24, 1934, Death of Defendant, George F. S. Melbourne, Sr., suggested. Action revived under name of H. H. Creighton, Admr. with the Will annexed of George F. S. Melbourne and also under the name of Joseph M. Blake, Admr. with the will annexed of Austin C. Brant, deceased.
- 1932 Nov. 2 Decree of Revivor stricken out annulled.
- 1935 Sept. 3 Judgment for Defendants, H. H. Creighton, Admr. of Estate of George F. S. Melbourne and George F. S. Melbourne, Jr., -vs- the Plaintiff, The First National Bank of Canton, and Defendant Joseph M. Blake, Admr. of the Estate of Austin C. Brant, deceased, for costs.
- 1935 Sept. 3 Motion for new trial by First National Bank of Canton, filed Sept. 3, 1935. Motion for new trial by Joseph M. Blake, Admr. of Austin C. Brant, deceased, filed.

31. (cont.)

- 1935 Sept. 3 Motion of Joseph M. Blake, Admr. of Estate of Austin C. Brant, deceased, for a new trial overruled. Notice of appeal. No bond required.
- 1935 Sept. 4 Motion of Defendant, The First National Bank of Canton, for a new trial overruled. Notice of appeal, bond fixed at \$600.00.
- " " " Appeal Bond filed.
- " Oct. 11 Bill of Exceptions filed.
- " " " Notice of filing. Bill of Exceptions given to W. Bernard Rodgers and Chas. S. Weintraub.
- " " 21 Bill of Exceptions received by trial judge, corrected, allowed and transmitted to clerk.
- " " " Bill of Exceptions received again by Clerk and filed.

Court Costs Paid.

NOTE:- Petition recites that the conveyances by George F. S. Melbourne, Sr. to George F. S. Melbourne, Jr. in Section 29 & 30 of this Abstract were fraudulent and pray that they be set aside and declared null and void.

32.

- First National Bank of Canton, Ohio  
-vs-  
George F. S. Melbourne, Sr.  
George F. S. Melbourne, Jr.  
The Central Savings Bank & Trust Company, as Executor of the Last Will and Testament of Austin C. Brant, deceased, George F. S. Melbourne, Jr., Executor of the Estate of George F. S. Melbourne, Sr., dec'd.
- Ohio Stark County Court of Appeals.  
C. A. Dec. 3, page 1603.
- 1935 Sept. 4 Transcript and original papers from Common Pleas Court filed.
- 1936 Feb. 24 Stipulation filed.
- 1937 Jan. 30 Motion to determine compensation of Attorney filed.
- " Feb. 4 Decree for Plaintiff, The First National Bank of Canton, Ohio, and Joseph M. Blake, Administrator de bonis non with the will annexed of Estate of Austin C. Brant, deceased, Defendants, H. H. Creighton, Administrator de bonis non with the will annexed of George F. S. Melbourne, Sr. and George F. S. Melbourne, Jr. to pay costs. Cause continued.



1938 Oct. 14 Compensation to Blake & Blake fixed at \$7500 and ordered to be a first lien next to taxes and assessments on all the real estate of George F.S. Melbourne, deceased. Jr. F., 126.

1603 Court of Appeals  
Appellate Court, Journal F. page 26  
Also recorded Stark County Recorder's  
Office. Vol. 1230, page 81.  
Court Costs Paid.

Entry provides as follows:

"It is therefore ordered and adjudged by the Court, that said deeds of conveyances referred to in Plaintiff's said Petition and in the Answer and Cross Petition of said The Central Savings Bank and Trust Company as Executor of the Last Will and Testament of Austin C. Brant, deceased, made by George F. S. Melbourne, Sr., during his lifetime to George F. S. Melbourne, Jr., to-wit: The deed dated Dec. 8, 1930, and recorded in Vol. 1024, p. 189, of the Stark County Records (except as the same relate to lots 15209 and 15209) and the two deeds dated the 9th day of Feb., 1931, recorded in Vol. 1047, pgs. 582 and 583 of the Deed Records of Stark County, Ohio, be and the same are hereby set aside, vacated and declared to be of no force and effect in law and to have no effect on the title of said premises or to convey any right, title, or interest, whatsoever, to the said Defendant, George F. S. Melbourne, Jr. and said deeds are hereby annulled and set aside and declared to be void and of no effect. The said real estate so conveyed to be void and of no effect. The said real estate so conveyed covered by said conveyances so set aside, except as to said real estate as to which this cause is dismissed, the division numbers as used in the Petition being followed, is described as follows: Premises described in the heading of this Addenda and other premises.

33.

The First National Bank  
of Canton, Ohio.  
159-64975

Stark County Court of Appeals  
C. A. Doc. 3, page 1618  
Error.

-vs-

George F.S. Melbourne, Jr.  
H.H. Creighton, Administrator " "  
with the Will annexed of  
George F.S. Melbourne, Sr.,  
Joseph M. Blake as adminis-  
trator de bonis non with

1935 Nov. 8 Petition in Error and  
Waiver filed.  
" " " Cross Petition in Error of  
Joseph M. Blake as Adminis-  
trator de bonis non with  
the Will annexed of the  
Last Will and Testament

the Will annexed of Estate  
of Austin C. Brant, dec'd.

of Austin C. Brant, de-  
ceased, filed.

1935 Nov. 8 Waiver of Defendants in  
Error filed.

" " " Transcript, original papers,  
and Bill of Exceptions  
from Common Pleas Court  
filed. (For original papers  
see Case No. 1603).

" " " Case No. 1616 consolidated  
with the case and proceed  
under number and title of  
Case No. 1615.

" Dec. 30 Time for filing Briefs by  
Plaintiff in Error and  
Joseph M. Blake, Admr. is  
extended to 1/6/36.

1936 Jan. 6 Three Briefs for Plaintiff  
in Error and Brant Estate,  
Executor, filed.

" Feb. 22 Three briefs for Appellees  
filed.

1938 Oct. 13 Dismissed At Cost of  
Plaintiff in Error.  
Court Costs Paid.

34.

Joseph M. Blake, Administrator  
de bonis non with the Will  
annexed of the Estate of  
Austin C. Brant, deceased  
159-64975

Stark County Court of Appeals  
C. A. Dec. 3, page 1616  
Rec. Vol. 13, page 407  
Error

-vs-  
George F.S. Melbourne, Jr.  
H. H. Creighton, Administrator  
with the Will annexed of  
George F.S. Melbourne, Sr.  
and the First National  
Bank of Canton, Ohio.

1935 Nov. 8 Petition in Error and  
Waiver filed.

" " " Cross Petition in Error of  
the First National Bank  
of Canton, Ohio, filed.

" " " Waiver of Defendants in  
Error filed.

" " " Transcript, original papers,  
and Bill of Exceptions  
from Common Pleas Court  
filed. (For original papers  
see Case No. 1603, Bill of  
Exceptions, filed in Case  
1615).

" " " This cause consolidated  
with Cause 1615 and shall  
proceed under title and  
number of Case 1615.

1938 Oct. 13 Dismissed at Cost of Plain-  
tiff in Error.  
Court Costs Paid.



George F. S. Melbourne's  
Estate.  
Adm. Dec. 2, page 559  
#26030 Probate Court.

- 1934 Mar. 14 Application to Probate  
Will filed.
- " " " Waiver of Notice filed.  
3/19/34.
- " " " Commission issued.
- " Aug. 8 Commission ordered and  
issued 8/16/34.
- " " " Commission returned,  
executed.
- " " 15 Hearing had, will admitted  
to Probate and Record.
- " May 9 Objection to appointment  
of Executor and motion  
filed.
- " Sept. 15 Application for letters  
filed, 9/15/34. H. H.  
Creighton of Renkert Bldg.  
Canton, Ohio, Admr. with  
Will annexed.
- " " " Bond \$500.00 with W. S.  
Creighton and Mrs. Leona  
Creighton as sureties.
- " " " Bond filed and approved.
- " " " Letters issued.
- " Oct. 6 Proof of Publication  
filed.
- 1936 Dec. 30 Application for authority  
to compromise, adjust and  
settle claim filed 12/30/36.  
Hearing had, court grants  
authority to compromise  
claim.
- 1937 Mar. 3 Application for appointment  
of Appraisers filed 3/13/37.  
Hearing had, appraisement  
ordered.
- " " 12 Inventory and Appraisement  
and Waiver filed 4/1/37.  
Hearing set for April 20,  
1937 at 10:00 A. M. and  
notice by publications  
ordered. 4/10/37 Proof of  
Publication approved.  
4/7/37 Exception to Invent-  
ory & Appraisal filed.  
6/11/37 Hearing set for  
July 1, 1937 at 9:00 A.M.  
and notice ordered. 6/11/37  
Affidavit of Notice by  
registered mail filed.
- 1938 Oct. 26 Estate not subject to tax.
- 1939 Jan. 10 Final account filed.  
Court Costs Paid.

Plain Township Historical Society



George F. S. Melbourne's Will  
Will Record 69, page 108

"ITEM I.- I direct that all my just debts and funeral expenses be first paid out of my estate.

ITEM II.- I give, devise and bequeath to my son, George F. S. Melbourne, Jr., absolutely and forever, all my estate, real, personal and mixed, wheresoever situated."

ITEM III- I hereby nominate and appoint George F.S. Melbourne, Jr., my Executor and W. Bernard Rodgers, his attorney, and my Executor shall have full power to do any and all things necessary for the complete administration of my estate, including power to sell at public or private sale and without order of Court any real or personal property belonging to my estate and to compound, compromise, or otherwise settle and adjust any and all claims, just debts and demands whatsoever against or in favor of my estate as fully as I could if living."

ITEM IV.- Provides that in case of death of George F. S. Melbourne, Jr., before his death, then estate share and share alike to certain brothers, sisters, and nieces."

ITEM V.- "I direct my Executor to pay all inheritance, estate, succession or legacy taxes to which my estate, or the transfer of any property hereunder may be subject and to charge such taxes as a part of the expenses of Administrator.

Application to Probate states George F. S. Melbourne, Sr. died on the third day of December, 1933, leaving no widow and the following persons all his next of kin:

George F. S. Melbourne, Jr., Son, Canton, Ohio.

37.

H. H. Creighton, Administrator  
de bonis non with the Will  
annexed of the estate of  
George F. S. Melbourne, Sr.,  
deceased,

Plaintiff,

-vs-

Sarah M. Burgener, a.k.a.  
Sade M. Burgener,  
Dollie Fomes, Joseph M.  
Blake, Admr. de bonis non  
with the Will annexed of  
the Estate of Austin C.  
Brant, deceased, First  
National Bank of Canton,

Petition to Sell Real Estate  
Probate Court.

Civ. Doc. X, p. 143.

#26030

1937 Mar.	8	Petition to sell real estate filed.
"	"	" Summons issued to Sheriff of Stark County, Ohio.
"	"	9 Affidavit for service by publication filed.
"	"	" Hearing had, service by publication ordered.
"	"	15 Summons returned, served on Joseph M. Blake, Admr. de bonis non with Will annexed

Grace Tucker, George  
F. S. Melbourne, Jr., and  
Rena F. Melbourne, and C.  
Frank Sherrard as Clerk  
of Court of Stark County,  
Ohio.

Defendants.

- of Austin C. Brant, dec'd,  
on 3/11/37, on Grace Tucker,  
George F.S. Melbourne, Jr.  
and Rena F. Melbourne on  
3/11/37, on C. Frank  
Sherrard Clerk of Courts,  
Stark County, Ohio, on  
3/11/37, and on the First  
National Bank of Canton,  
H.J. McKee, Cashier, on  
3/12/37, by Sheriff of  
Stark County.
- 1937 Apr. 1 Marked copy of the Canton  
Repository dated March 31,  
1937, mailed to Sarah M.  
Burgener of 125. S. Windsor  
Blvd., Los Angeles, Calif-  
ornia, and Dollie Fornes  
of 125 Windsor Blvd., Los  
Angeles, California.
- " " 10 Answer of George F. S.  
Melbourne, Jr. filed.
- " " 23 Proof of Publication filed.
- " " 26 Motion to dismiss petition  
to sell real estate, brief,  
notice and proof of service  
filed.
- 1937 Oct. 9 Answer of Sarah M. Burgener  
filed.
- " " " Hearing had, leave given to  
withdraw motion to dismiss  
petition.
- 1937 Dec. 7 Answer and cross petition  
of Grace Tucker filed.
- " " " Summons issued.
- " " 8 Answer of C. Frank Sherrard,  
Clerk of Courts, filed.
- " " 15 Summons returned served on  
Joseph M. Blake, Admr. d.b.n.  
Will annexed of the Estate  
of Austin C. Brant, on  
12/7/37 on First National  
Bank, H.J. McKee, Cashier,  
on 12/8/37, on George F.S.  
Melbourne, and Rena F.  
Melbourne on 12/7/37, and  
on C. Frank Sherrard, Clerk,  
on 12/8/37, and on H.H.  
Creighton, Admr. d.b.n.



- with will annexed of the Estate of George F. S. Melbourne on 12/8/37, all by Sheriff of Stark County.
- 1937 Dec. 15 Hearing had. Joseph H. Himes made party Defendant, Joseph M. Blake, Admr. d.b.n. will annexed given leave to plead through Dec. 31, 1937.
- " " 30 Answer and Cross Petition of A. C. Brant estate filed.
- " " " Reply of Admr. of A. C. Brant Estate to Clerk of Courts filed.
- " " 29 Motion to amend Petition filed.
- " " " Hearing had, amendment ordered.
- " " 31 Answer of Sarah M. Burgener, a.k.a. Sade H. Burgener and Dollie Fornes filed.
- 1938 Mar. 31 Answer of Joseph M. Blake, Admr. d.b.n. will annexed of Austin C. Brant, dec'd, to the answer of Sarah M. Burgener, a.k.a. Sade H. Burgener and Dollie Fornes filed.
- " Apr. 15 Demurrer of Sarah M. Burgener, a.k.a. Sade H. Burgener and Dollie Fornes to Answer of Joseph M. Blake, Admr. d.b.n. will annexed of Austin C. Brant, dec'd.
- " July 20 Hearing had. Joseph M. Blake, Admr. d.b.n. will annexed. granted leave to file amended answer and cross petition.
- " " " Amended answer and cross petition of A. C. Brant Estate to petition as amended.
- " " " Amended answer of the A. C. Brant Estate to the petition as amended and waivers of George F. S. Melbourne, Sr's. Admr. and George F. S. Melbourne, Jr. filed.
- " " 21 Hearing had. Blake & Blake made party Defendant; and granted leave to file answer and cross petition.
- " " " Answer and Cross Petition of Blake & Blake filed.
- " Aug. 31 Victor I. Fornes as Admr. of Estate of William H. Burgener made party Defendant on motion and his answer filed.
- " Sept. 22 Hearing had. Priority of liens determined and appraisement and sale ordered. Order of appraisement issued.
- " " 27 Assignment of Burgener judgment (Sec. ) to Albert H. Snively and from Albert H. Snively to Joseph M. Blake, Admr. d.b.n. with the Will annexed of Austin C. Brant, dec'd, filed.
- " Oct. 1 Order of appraisement returned showing property covered by this Abstract and other property, appraised at \$53,900.00.
- " " " Hearing had. Appraisement confirmed and bond preliminary to sale ordered.
- " " " Bond of \$10,000 with American Bonding Co. of Baltimore as surety filed and approved.

- 1938 Oct. 1 Hearing had. Bond approved and private sale ordered.
- " " 13 Order of Sale returned. Property sold to Joseph M. Blake, Administrator de bonis non with the Will annexed of Austin C. Brant, deceased, for \$53,900.00.
- " " 14 Hearing had. Sale approved, deed and distribution ordered. Jrl. 129, p. 109. Court Costs Paid.

PETITION recited that there is no personal estate out of which to pay the debts of the deceased and the costs of Administration and prays for the sale of the real estate described in the heading of this Abstract and other premises, of which George F. S. Melbourne died seized.

SHERIFF'S RETURN shows summons served on Joseph M. Blake, Administrator d.b.n. of the Estate of Austin C. Brant, dec'd, Grace Tucker and George F. S. Melbourne, Jr., by leaving for each of them at their usual place of residence a true and certified copy with all endorsements thereon, and on C. Frank Sherrard, Clerk of Courts of Stark County, Ohio, by delivering to him personally a true and certified copy with all endorsements thereon and on the First National Bank by delivering personally to H. McKee, Cashier, a true and certified copy with all endorsements thereon, neither the President nor any other chief or high minor officer being found in Stark County, Ohio.

AFFIDAVIT FOR SERVICE BY PUBLICATION recites Sarah M. Burgener, otherwise known as Sade H. Burgener and Dollie Jones are residents of the State of California and service cannot be made in this State and that case is one under C. C. 11292 authorizing service by publication.

JOURNAL ENTRY ORDERING PUBLICATION.

PROOF OF PUBLICATION shows publication of notice of the above suit to sell the premises described in the heading hereof and other premises was published in the Canton Repository, a daily newspaper of general circulation for 6 consecutive weeks from and after March 17, 1937.

ANSWER OF GEORGE F. S. MELBOURNE, JR., denies the authority of Admr. to sell by reason of suits in Sec. 31, to set aside conveyances did not vest title in said Admr.; denies amount of debts and value of property as set forth in Petition.



ANSWERS OF SARA M. BURGENER, A.K.A. SADE N. BURGENER AND DOLLIE FORNES AND VICTOR FOREN, ANCILLARY ADMR. OF WILLIAM BURGENER, set up the judgment in Section 49 herein.

ANSWER OF GRACE TUCKER sets forth judgment in Section 55 herein.

ANSWER OF C. FRANK SHERRARD, CLERK OF COURTS sets up the lien of various Court Costs.

ANSWER AND CROSS PETITION OF JOSEPH M. BLAKE, ADMR. D.B.N. OF THE ESTATE OF AUSTIN C. BRANT and his various answers, sets up the judgments set forth in Sections 49, 51, 52, 54 and 56 herein and his claim relating to priority from Answer and Cross Petition of Blake & Blake sets forth attorney fees due in cases set forth in Section 31 herein.

H. H. Creighton, Admr. of the Estate of George F. S. Melbourne, Sr., dec'd, ordered to furnish bond preliminary to sale, in the sum of \$10,000.00. Bond of \$10,000.00 with the American Bonding Co. of Baltimore as surety filed and approved.

Court finds that neither George F. S. Melbourne, Jr., or Rena F. Melbourne, his wife, have any interest in said premises.

ORDER OF SALE for the premises herein described and other premises provided for private sale, terms cash. Return of sale shows premises sold as a whole to Joseph M. Blake, Admr. d. b. n. with the Will annexed of the Austin C. Brant Estate for \$53,900.00, being the appraised value.

JOURNAL ENTRY, Jrl. 129, page 109, confirms sale and orders execution of deed.

The Journal Entry provides as follows:

This cause this day coming on to be heard upon the return by the Plaintiff of the order of sale of all the real estate ordered sold by this Court in this case, showing sale made to Joseph M. Blake, as Administrator de bonis non with the Will annexed of Austin C. Brant, deceased, for the sum of \$53,900.00 and the proceedings appearing to be in all respects legal and in conformity to law, they are hereby approved and confirmed.

And the said H. H. Creighton, Administrator with the Will annexed of George F. S. Melbourne, Sr., deceased, is ordered to execute and deliver to said purchaser, said Joseph M. Blake, as Administrator de bonis non with the Will annexed of Austin C. Brant deceased, a good and sufficient deed for the premises so sold.

It is ordered that satisfaction of all judgments set up in this cause by the various Defendants, be entered by this Court on the record thereof, in the Office of the Clerk of Courts of this County, where the same are recorded and noted, etc.

H. H. Creighton, Admr. with  
the Will annexed of the  
Estate of George F. S.  
Melbourne, Sr., dec'd.

to

Joseph M. Blake, Admr. d.b.n.  
with the Will annexed of  
the Estate of Austin C.  
Brant, dec'd.

Administrator's Deed \$53,900  
Signed & Ack'd Oct. 14, 1938  
Rec. for Rec. Oct. 19, 1938  
Rec. Vol. 1230, page 86.

Recites the proceedings in Civil Doc. X, page 143, of Stark  
County Probate Court (see Section 37 of this Abstract), and  
conveys Tracts #1, 2, 3, 4 and 5 as described in the heading of  
this Abstract, and other premises.

## 38. (a)

Celestia C. Kolp and  
Charles A. Kolp, wife  
and husband,

to

Joseph M. Blake, Admr.  
d.b.n. with the Will  
annexed of Austin C.  
Brant, deceased.

Quit Claim Deed \$1.00  
Signed & Ack'd Dec. 7, 1940  
Rec. for Rec. Dec. 18, 1940  
Rec. in Vol. 1276, page

Conveys three (3) feet off the entire north side of Tract  
Number Two (2) described in the heading hereof, which was reserved  
for road purposes by the Grantors in a Deed set forth in Section  
26 preceding.

## 39.

Austin C. Brant's Estate  
Admr. Doc. V. page 448  
Stark County Probate Court.

Oct. 17, 1928	Application to probate will filed. 10/17/28 Hearing set upon appear- ance of witnesses.
" 18, "	Waiver of notice filed. Hearing had. Will ad- mitted to Probate and Record.
" " "	Application for letters filed. The Central Sav- ings Bank and Trust Co. of Canton, Ohio, Execu- tors.
" " "	Bond waived by Will.
" " "	Letters issued.
Feb. 28, 1934	Application for resig- nation of Executor filed. 2/28/34 Hearing had. Resignation approved. Court Costs Paid.



Austin C. Brant's Estate  
Admr. Doc. Z, page 532.

Feb. 28, 1934 Application for Letters  
filed, Waiver of next of  
kin filed. Joseph M. Blake  
of Canton, Ohio, Admr. d.  
b.n. with Will annexed.  
" " " Bond \$2500 with New  
Amsterdam Casualty Co. as  
surety.  
" " " Bond filed and approved.  
" " " Letters issued.  
Mar. 24, 1938 Proof of Publication  
filed.

Austin C. Brant's Estate  
Admr. Doc. 30, page 601.

Oct. 11, 1938 Application of Admr. for  
authority to settle  
Fucker claim and to pur-  
chase real estate filed.  
10/11/38 Hearing had.  
Authority granted.  
Jrl. 129, page 88.

Austin C. Brant's Estate  
Admr. Doc. 30, page 618.

Nov. 9, 1940 Application to sell real  
estate filed. Hearing had.  
Sale ordered.

APPLICATION. Application to sell 14.15 acre tract, Plain Township,  
Stark County, Ohio, as described in the heading of  
this Abstract, recites that the same was purchased by the Estate and  
conveyed to the said Joseph M. Blake, Administrator de bonis non  
with the Will annexed of Austin C. Brant, deceased, on the order of  
this Court, for the reason that said Estate had large judgment liens  
thereon; that said purchase was made for the purpose of protecting  
the equity and rights of the Estate in said property, and that by  
reason of the purchase in the manner aforesaid, said Real Estate has,  
for Estate purposes, been converted into personal property; that it  
is necessary to sell the same to pay obligations of the Estate, that  
Harold J. Snyder has agreed to purchase the same for \$4000, \$500  
cash, \$1000 on or before Nov. 9, 1940, and \$2500 on or before Apr. 1,  
1941, that it is to the best interests of said Estate that the same  
be sold on those terms, that the price is the best obtainable and  
prays that said sale be approved by the Court and that Joseph M.  
Blake, Admr. d.b.n. with the Will annexed of Austin C. Brant, dec'd.  
be ordered upon payment of purchase price to convey said premises to  
Harold J. Snyder.

JOURNAL ENTRY. The Cause came on for hearing on the application the Court finds it is to the best interests to sell said premises, approves the Contract and orders that Joseph M. Blake, Admr. d.b.n. with the will annexed of Austin C. Brant dec'd, convey said premises by good and sufficient deed to Harold J. Snyder upon completion of contract.

41.

Austin C. Brant's Will  
Will Rec. 57, p. 334  
Stark County Probate Court.

Provides for the payment of debts, bequeaths certain personalty, and money, the rest and residue of his estate to go to his brothers and sisters, John F. Brant, Edmund D. Brant, Elizabeth Bryant, Florence Geidel, Effie Brant, and to his nephew, Austin T. Brant and if they should die without issue to the survivors. Establishes a trust for parts of Lot #33 and Lot #283 under leaseholds.

ITEM III. My tract of real estate located in Lind County, Texas, and being a farm consisting of 160 acres, more or less, and all my other real estate, excepting the East half of the South half of Lot Number 283 in the City of Canton, Ohio, and Lot Number 33 in the City of Canton, Ohio except the East half of the South half, to which I hold the fee simple title, and which are now under 99 year leasehold, I will, direct, and hereby authorize and empower the Executor of my Estate to sell and dispose of said real estate, (not including however, part of Lot Number 283, and part of Lot Number 33, in the City of Canton, Ohio, aforesaid), either at public or private sale and upon such terms and conditions as my said Executor may deem for the best interest of my estate, hereby empowering my said Executor to make all necessary deeds and instruments for the conveyance of said real estate to the purchaser or purchasers thereof, hereby ratifying and confirming all that my said Executor may or shall do in the premises.

42.

Joseph M. Blake, Admr. d.b.n.  
with the Will annexed of  
Austin C. Brant, deceased

-vs-

John F. Brant,  
Elizabeth Z. Bryant,  
Effie B. Brant,  
Florence B. Geidel  
The Central Savings Bank  
and Trust Company as

Stark County Common Pleas Court  
App. Doc. 171, page 71950  
Costs paid.

1935 Mar. 9 Petition and waiver filed.  
" " 22 Waiver of John F. Brant  
and Lillie Pattengill  
Brant, Executrix, and  
Lillie Pattengill Brant  
filed.



Executor under the Last Will and Testament of Edmund D. Brant, dec'd, Lille Pattengill Brant as Executrix of the last Will and Testament of Austin T. Brant, formerly of Boston, Mass., and Lille Pattengill Brant, of Boston, Mass.

1935 Apr. 26 Decree. Will construed with directions to administrator. See entry. Rec. Vol. 408, page 589.

Record Vol. 408, page 589.

PETITION. states that defendant The Central Savings Bank and Trust Company is Executor of the Last Will and Testament of Edmund D. Brant, dec'd, brother and devisee and legatee under the Will of Austin C. Brant; that defendant Lille Pattengill Brant is the Executrix of the Last Will and Testament of Austin T. Brant, deceased, and formerly of Boston, Mass., who was a nephew of, and a legatee and devisee under the Will of Austin C. Brant; that defendant Lille Pattengill Brant is the widow and sole devisee and legatee under the Will of Austin T. Brant, deceased; and that all the rest of the defendants are the brothers and sisters of Austin C. Brant, dec'd, and devisees and legatees under his Will; that said defendants are all the parties who have or could have any interest in the whole or any part of the Estate under the Will of Austin C. Brant, dec'd; and that all legacies under the Will of Austin C. Brant, to persons other than the above brothers, sisters and nephew, have been settled in full and paid.

That Austin C. Brant died on October 12, 1928, and that on September 24, 1931, his said brother Edmund D. Brant, died, unmarried, leaving no issue surviving him, and leaving his nephew, Austin T. Brant, died at Boston, Mass., on October 15, 1933, leaving no issue surviving him.

Petition further sets forth the Will of Austin C. Brant especially relative to the devisees and bequests to said brothers, sisters and nephew of Testator, and also to the powers given to the Executor under said Will to sell and convey all the real property of which Austin C. Brant died seized without first obtaining the direction, approval or order of the Probate Court; that Testator directed certain real properties to be sold by Executor subject to certain leaseholds, but that since Austin C. Brant's death said leaseholds have by previous order of this Court been cancelled and annulled.

Petition then states that the Executor under the Will of said Austin C. Brant, resigned, and that Plaintiff is now the duly qualified and appointed Admr. d.b.n. with the Will annexed of the Estate of Austin C. Brant, dec'd.

Prays that Court construe the Will of said Austin C. Brant and determine the rights of the parties under said Will and the powers of Joseph M. Blake as Admr. d.b.n. with the Will annexed of the Estate of Austin C. Brant.

SERVICE. All defendants waive service of summons and enter voluntary appearance.

JOURNAL ENTRY AND DECREE. Court finds that all the right, title and interest of Austin T. Brant, dec'd and of Edmund D. Brant, dec'd, under the Will of Austin C. Brant lapsed by reason of the fact that said parties died without issue and that neither the Defendants Lille Pattengill Brant as Executrix, Lille Pattengill Brant, individually, or The Central Savings Bank and Trust Company as Executor of the Last Will and Testament of Austin C. Brant, nor any of the heirs, legatees, devisees or next of kin of said Edmund D. Brant have any right, title or interest in the Estate of Austin C. Brant, dec'd.

The Court also finds that Joseph M. Blake as Admr. d.b.n. with the Will annexed of the Estate of Austin C. Brant, has all the rights and powers that were granted in said Will to The Central Savings Bank and Trust Company as Executor, and has the right and power to sell without first obtaining the approval of the Probate Court of Stark County all real property of which said Austin C. Brant died seized, and make for all property sold, good and sufficient deeds and conveyances, and may in like manner sell and convey free of leases the properties which were covered by leasehold, now cancelled and annulled.



LIENS

43.

Jacob C. Trump, and wife,  
to  
Hiram H. Weaver,  
Eli Weaver,  
Enos Weaver,  
Henry McDowell,  
Lydia Spangler,  
Lucy Ann Welty,  
Catharine Weaver, and  
Samuel Weaver.

Mortgage \$10,000.00  
Signed & Ack'd Feb. 18, 1867  
Rec. Feb. 20, 1867  
Rec. Vol. 94, page 288  
Cancelled.

44.

William Bair and  
Anna Trump,  
to  
Winfield S. Shertzer  
Guardian of Silas Trump.

Mortgage \$789.00  
Signed & Ack'd Feb. 8, 1887  
Rec. for Rec. Feb. 8, 1887  
Rec. Vol. 227, page 2  
Cancelled.

45.

George F. S. Melbourne  
and Mary F. Melbourne,  
husband and wife,  
William E. Melbourne  
and Frances E. Melbourne,  
husband and wife,  
to  
Marguerite L. Kolp.

Mortgage \$3500.00  
Signed & Ack'd Mar. 29, 1920  
Rec. for Rec. Mar. 30, 1920  
Rec. Vol. 686, page 548  
Cancelled.

46.

No Leases or Mechanic's Liens.

47.

No Personal Property Tax, Federal Tax, or Recognizance Bond Liens.

48.

PENDING SUITS

Stanton H. Fox,  
Charles A. Albright,  
George A. Howells, as  
Trustees of the Estate  
of Anthony Howells,  
deceased,  
-vs-  
George F.S. Melbourne.

	<u>LAW</u>		
1930	Nov.	3	Petition and praecipe filed.
"	"	"	Summons issued.
"	"	7	Summons returned; Received this writ Nov. 4, 1930 at 10:00 A.M. and pursuant to its command on Nov. 6, 1930, I notified the within named Defendant, George F.S. Mel- bourne, by leaving for him at his usual place of resi- dence, a true and certified

Stark County Common Pleas Court  
App. Doc. 152, page 60332

copy of this writ with all endorsements thereon.

Edward Gibson, Sheriff.

1930	Dec.	23	Answer and Cross Petition and Praecipe filed.
"	"	"	Summons issued.
1931	Jan.	2	Summons returned. Received this writ Dec. 26, 1930 at 10:00 A. M. and pursuant to its command on Dec. 29, 1930 I notified the within named Defendants, Stanton H. Fox and George H. Howells, by leaving for each of them at their usual places of residence, true and certified copies of the writ with all endorsements thereon. The within named Defendant, Charles A. Albright, not served, he not being found in Stark County, Ohio. Edward Gibson, Sheriff.
"	"	3	Praecipe filed.
"	"	"	Alias Summons issued on Cross Petition.
"	"	12	Alias Summons returned. Received this writ Jan. 6, 1931 at 10:00 A. M. This writ returned without service, the within named Defendant, Charles A. Albright, not being found in Stark County, Ohio. Roscoe W. Oberlin, Sheriff.
"	"	22	Motion to Cross Petition filed.
"	Feb.	9	Motion to Cross Petition sustained, in part and overruled in part.
1939	Jan.	31	Left off Trial Docket.

This is an action for damages in the amount of \$1745.00 arising out of breach of party wall agreement, between the east and west halves of Lot #32 in the City of Canton, Ohio.



William H. Burgener,  
Sade N. Burgener,  
Dollie Fornes,

-vs-

George F.S. Melbourne, Sr.,  
George F.S. Melbourne, Jr.,  
Charles W. Zollinger,  
Harry C. Zollinger.

1931 Nov.	4	Petition and Praecipe filed.
"	"	" Summons issued.
"	"	10 Summons ret'd served.
1931 Dec.	24	Judgment by default for Plaintiffs vs. Defendants George F.S. Melbourne, Sr. and George F.S. Melbourne, Jr., for \$6,264.00 and cause continued as to Charles W. Zollinger and Harry C. Zollinger. Court Costs Paid.

App. Doc. 157, p. 63264  
Stark County Common Pleas Court.

Ex. Doc. 37, p. 275.

1932 Aug.	3	Execution issued.
"	"	9 Execution ret'd. Levy on part of Lots #2634 and 2635, in the City of Canton.
1937 July 31		Alias Execution issued. Ret'd on same property.

Judgment Release Rec. 1, page 63.

Releases H. H. Creighton, Admr. of the Estate of George F.S. Melbourne, Sr., from all and any liability under said judgment except the sum of \$2,000.00 which in case #26030 Probate Court, Stark County, Ohio has been adjudged to be a just lien on parts of Lots #2634 and 2635 in the City of Canton, Ohio.

Signed Sarah H. Burgener, a.k.a. Sade H. Burgener,  
Dollie Fornes by Victor I. Fornes, their  
Attorney in Fact and by Victor I. Fornes  
Ancillary Admr. of the Estate of William H.  
Burgener, dec'd.

49. (a)

William H. Burgener's Estate Stark County Probate Court Admr. Doc. 31, page 124.	1938 July 2	Victor I. Fornes appointed Ancillary Admr. Bond filed approved.
	" Aug. 10	Proof of Publication.
	" Oct. 1	Affidavit of final account.

49. (b)

Sarah M. Burgener, a.k.a.  
Sade N. Burgener and  
Dollie Fornes  
to  
Victor I. Fornes.

Power of Attorney  
Ack'd July 14, 1938  
Rec. for Rec. Sept. 27, 1938  
Rec. Power of Atty. Rec.  
Rec. Vol. 2, page 22.

Grants power to compromise claim of common judgment in case  
#63624, Court of Common Pleas, Stark County, Ohio.

49. (c)

Stark County Probate Court  
Civil Dec. X, p. 143  
#26030

In same proceeding as set forth  
in Sec. 49 herein.  
The judgment is set forth in  
Sec. 49.

1938 Sept. 27 Assigned by Sarah M.  
Burgener, otherwise  
known as Sade N. Burgener  
and Dollie Fornes, to  
Albert H. Snively and  
assigned by Albert H.  
Snively to Joseph M. Blake,  
Admr. d.b.n. with the Will  
annexed of the Estate of  
Austin C. Brant, dec'd.

Jr. 128, page 527, Probate Court.

The Court finds that Sarah M. Burgener, otherwise known as  
Sade N. Burgener and Dollie Fornes, are the sole and only owners  
of the judgment rendered in favor of William H. Burgener, Sade N.  
Burgener and Dollie Fornes against George F. S. Melbourne, Sr.,  
and George F. S. Melbourne, Jr. in Case No. 63264 in the Common  
Pleas Court of Stark County, Ohio, that said judgment is in the  
sum of \$2,000.00, etc.....

Judgment Release Rec. 1, page 65.

1938, Oct. 28 Above judgment and lien of judgment released by  
Joseph M. Blake, Admr. d.b.n. with Will annexed  
of the Estate of Austin C. Brant, dec'd.



50.

The Central Savings Bank and Trust Co. as Executor of the Last Will and Testament of Austin C. Brant, dec'd.

-vs-

George F.S. Melbourne.

- 1932 Jan. 16 Petition and Praecipe filed.
- " " " Summons issued.
- " " 20 Summons ret'd served.
- " Feb. 24 Judgment by default for Plaintiff vs. Defendant for \$15,336.48 with 6% interest from 2/23/32 and costs.
- 1938 May 20 H. H. Creighton as Admr. made party Defendant, instead of George F.S. Melbourne, dec'd, conditional order of revivor allowed.
- " " " Copy of Journal Entry issued.
- " " " " " " " returned served.
- " " 28 Final order of revivor. Court Costs Paid.
- 1932 Mar. 17 Execution returned. Levy on premises herein abstracted and other premises.
- 1938 May 27 Alias Execution returned. Levy on same premises.

Judgment Release Doc. 1, page 65

Oct. 28, 1938.

Above judgment and lien released by Joseph H. Blake, Admr. d.b.n. with Will annexed of Austin C. Brant, dec'd.

51.

The Central Savings Bank and Trust Company as Executor of the Last Will and Testament of Austin C. Brant, dec'd.

-vs-

George F.S. Melbourne.

App. Doc. 159, p. 64629 Stark County Common Pleas Court.

- 1932 Apr. 18 Petition and Praecipe filed.
- " " " Summons issued.
- " " 21 Summons returned served.
- " June 7 Judgment for Plaintiff vs. Defendant for \$2,525.00 with Int. at 6% from 6/7/32 and costs.
- 1938 May 20 Copy of Journal Entry issued.
- " " " Copy of Journal Entry returned served.
- " " " Death of Defendant suggested, H.H. Creighton Admr. made party defendant and conditional order or revivor allowed.
- " " 28 Final order of Revivor. Court Costs Paid.

Ex. Doc. 46, p. 472.

1938 May 27 Execution returned. Levy  
on premises herein  
abstracted and other  
premises.

Judgment Release Doc. 1, p. 65.

Oct. 28, 1938.

Above judgment and lien released by Joseph M. Blake, Admr.  
d.b.n. with Will annexed of the Estate of Austin C. Brant, dec'd.

52.

The First National Bank  
of Canton, Ohio

vs.

George F.S. Melbourne,  
H. H. Creighton, Admr.

1932 Apr. 19 Petition and warrant filed.  
" " " Answer filed.  
" " " Judgment for Plaintiff for  
\$44,170.09 with int. at  
7% and costs.  
1938 May 20 Copy of Journal Entry issued.  
" " " " " re-  
turned, served.  
" " " Death of Defendant suggested,  
H.H. Creighton, Admr. made  
defendant and conditional  
order of revivor allowed.  
" " 22 Final order of revivor.

Ex. Doc. 46, p. 450

1932 Apr. 25 Execution returned. Levy  
on premises herein abstracted  
and other premises.  
1938 May 27 Alias Execution returned.  
Levy on same.  
Court Costs Paid.

Certifies that Joseph M. Blake, Admr. d.b.n. with Will annexed  
of Austin C. Brant, dec'd, and Joseph H. Himes have made payments on  
the above judgment, reducing the unpaid balance on said date of  
\$24,969.48 with interest.

The First National Bank of Canton, Ohio.

H. J. McKee, Cashier.



Sept. 18, 1937. Entire unpaid balance of the above judgment assigned to Joseph M. Blake as said Admr. and Joseph H. Himes. The First National Bank of Canton, Ohio.  
By H. J. McKee, Cashier.

Dec. 12, 1937. Joseph H. Himes assigns all interest in above judgment to Joseph M. Blake as said Admr.  
Joseph H. Himes.

Judgment Release Doc. 1, p. 65

Above judgment and lien released by Joseph M. Blake, Admr. d.b.n. with Will annexed of Estate of Austin C. Brant, dec'd.

53.

The First National Bank of Canton, Ohio	1932	Apr. 19	Petition and warrant filed.
vs.	"	"	Answer filed.
George F. S. Melbourne.	"	"	Judgment for Plaintiff for \$9,076.28 and costs and int. at 7%.
App. Doc. 159, p. 64643 Stark County Common Pleas Court.	-	-	- - - - - Court Costs Paid.

Ex. Doc. 36, p. 451.

1932, Apr. 21 Execution issued. No levy.

Judgment Release Doc. 1, page 63

Oct. 17, 1938.

Judgment released in full by the First National Bank of Canton, Ohio, by W. G. Saxton, Pres.

54.

The First National Bank of Canton, Ohio	1932	Apr. 19	Petition and warrant filed.
vs.	"	"	Answer filed.
George F.S. Melbourne, H.H. Creighton, Admr.	"	"	Judgment for Plaintiff for \$13,740.64 costs and int. at 7%.
App. Doc. 149, p. 64644 Stark County Common Pleas Court.	"	May 20	Copy of Journal Entry issued. Copy of Journal Entry ret'd served.
	"	"	Death of defendant suggested, H.H. Creighton, Admr. made party defendant, conditional order of revivor allowed.
	"	" 26	Final order of revivor. Court Costs Paid.

Ex. Doc. 36, page 452.

1932 Apr. 25 Execution ret'd. Levy on premises herein abstracted and other premises.

1938 May 27 Alias execution ret'd. Levy on same.

July 1, 1937. Certifies that Joseph M. Blake, Admr. d.b.n. with will annexed of Estate of Austin C. Brant, dec'd, Joseph H. Himes and A.E. Shanafelt have reduced the above judgment to the sum of \$9,190.76.

The First National Bank of Canton, Ohio.

By H. J. McKee, Cashier.

Aug. 15, 1937. Judgment assigned to Joseph M. Blake as said Admr. by The First National Bank.

H. J. McKee, Cashier.

Sept. 3, 1937. Judgment assigned to Joseph M. Blake as said Admr. A. E. Shanafelt.

Dec. 21, 1937. Judgment assigned to Joseph M. Blake as said Admr. Joseph H. Himes.

Judgment Release Doc. 1, p. 65 Oct. 28, 1938.

Above judgment and lien released by Joseph M. Blake, Admr. d.b.n. with Will annexed of Estate of Austin C. Brant, dec'd.

85.

Grace Tucker	1932	June	22	Petition and praecipe filed.
vs.	"	"	"	Summons issued.
George F.S. Melbourne,	"	"	26	Judgment for Plaintiff vs.
George F.S. Melbourne,	"	"		George F.S. Melbourne, and
Executor of the Estate	"	"		George F.S. Melbourne, Ex-
of Mary Melbourne,	"	"		ecutor, and George F.S.
dec'd, George F.S.	"	"		Melbourne, Jr., for \$40,916.00
Melbourne, Jr., The	"	"		with int. at 7% from 9/1/32
Central Savings Bank	"	"		and costs; foreclosure of
and Trust Company,	"	"		mortgage and order to sell.
Executor of the Estate	"	"		
of Austin C. Brant, Dec'd.	"	"		
The First National Bank.	1936	Mar.	10	Motion for revivor of
	"	"	"	judgment.
	"	"	"	Copy of Journal Entry issued.
	"	"	"	" " " " " ret'd,
				served.





57.

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

58.

Taxes are paid to December, 1940 payment.

59.

No street, sewer or ditch assessments.

No search has been made for other special assessments.

- - - - -

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

Russell J. Van Nostrand  
Attorney at Law.

Canton, Ohio

January 28, 1941.



Addenda to the foregoing Abstract of Title showing all changes affecting the title to the premises described in the heading of this Abstract being a part of the Northwest Quarter of Section Number 29, Township Number 11 (Plain), Range Number 8, Stark County, Ohio since and including January 28, 1941.

1.

Austin C. Brant's Estate  
Admr. Doc. 30, Page 618  
Probate Court, Stark  
County, Ohio.

Further proceeding in Application  
to sell real estate.  
Jan. 29, 1941. Supplement to  
Application for sale  
of Real Estate filed.  
" " " Hearing had. Appli-  
cation approved and  
ordered.

The Supplement to the Application recites as follows:

Now comes Joseph M. Blake, Administrator de bonis non with the Will annexed of Austin C. Brant, deceased, and shows to the Court, that since the filing of his application to sell the 14.15 acre tract in Plain Township, Stark County, Ohio, and the order of the Court ordering the conveyance of the same to Harold J. Snyder, upon his completion of the payment of the purchase price, said Harold J. Snyder has transferred and assigned his right to purchase said premises to Mary E. Snyder, who desires to pay the balance of the purchase price, and to receive a Deed to the premises.

Said Administrator further says that since the entry of said order in this matter on or about the 7th day of December, 1940, Celestia C. Kolp and Charles A. Kolp have executed to this Administrator a Quit Claim Deed, releasing whatever right, title or interest they may have had in the three feet reserved off the North side of the Second Tract described in the Administrator's application to sell the 14.15 acre tract.

WHEREFORE said Administrator asks that he be ordered and directed to convey all of said real estate described in the application, to Mary E. Snyder, and that there be omitted from the conveyance the words, "also reserving a strip of land three (3) feet wide off the entire north side appearing following the description of the tract of ground second described in said Administrator's application for permission to sell.

1. (cont.)

The Journal Entry recites as follows:

This matter coming on for hearing on the Supplement to the Application of Joseph M. Blake, Administrator de bonis non with the Will annexed of Austin C. Brant, deceased, to sell the 14.15 acre tract, the Court finds that the averments of said Supplement are true.

It is therefore ordered and directed that the Deed for said premises, upon the completion of the balance of the purchase price being paid, be made to Mary E. Snyder instead of Harold J. Snyder.

It is further ordered and directed that in the Deed conveying said premises the words in the paragraph following the description of the Second Tract in the application reading, "also reserving a strip of land three (3) feet wide off the entire North side" be omitted from the description carried in the Deed.

2.

Joseph M. Blake as  
Administrator de bonis non  
with the Will annexed of  
Austin C. Brant, deceased,  
to  
Mary E. Snyder.

Administrator's Deed.  
Signed & Ack'd Jan. 30, 1941  
Rec. Feb. 3, 1941  
Vol. 1312, Page 572.

The Administrator's Deed recites as follows:

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, on the 18th day of October, 1928, the Last Will and Testament of Austin C. Brant, deceased, was admitted to Probate and Record by the Probate Court of Stark County, Ohio and on the 18th day of October, 1928, the Central Savings Bank and Trust Company of the City of Canton, Ohio, was appointed by said Court as Executor of said Last Will and Testament of said Austin C. Brant, and,

WHEREAS, on the 28th day of February 1934, said The Central Savings Bank and Trust Company resigned as Executor of said Last Will and Testament and on the 28th day of February, 1934, by the consideration of said Probate Court of Stark County, Ohio, Joseph M. Blake was duly appointed and is now the duly qualified and acting Administrator de bonis non with the Will annexed of said Austin C. Brant, deceased, and,



WHEREAS, said Last Will and Testament, among other provisions, contains the following, to-wit:

"ITEM 3: My tract of real estate located in Lind County, Texas, and being a farm consisting of 160 acres, more or less, and all my other real estate, excepting the East half of the South half of Lot No. 283, in the City of Canton, Ohio, and Lot No. 33 in the City of Canton, Ohio, except the East half of the South half, to which I hold the fee simple title, and which are now under 99 year leasehold, I will direct, and hereby authorize and empower the Executor of my estate to sell and dispose of said real estate (not including, however, part of Lot No. 283, and part of Lot No. 33, in the City of Canton, Ohio, aforesaid) either at public or private sale and upon such terms and conditions as my Executor may deem for the best interest of my estate, hereby empowering my said Executor to make all necessary deeds and instruments for the conveyance of said real estate to the purchaser or purchasers thereof, hereby ratifying and confirming all that my said Executor may or shall do in the premises," and,

WHEREAS, pursuant to the order and direction of the Probate Court of Stark County, Ohio, there was deeded and conveyed to Joseph M. Blake as Administrator de bonis non with the Will annexed of Austin C. Brant, deceased, certain real estate, including the real estate hereinafter described in order to salvage certain judgment liens thereon; said real estate being conveyed to said Administrator by H. H. Creighton, Administrator with the Will annexed of George F.S. Helbogne, Sr., deceased, by deed dated October 14, 1938, and recorded in Volume 1230, Page 86, of the Deed Records of Stark County, Ohio, and,

WHEREAS, on the 9th day of November, 1940, said Joseph M. Blake, Administrator de bonis non with the Will annexed of Austin C. Brant, deceased, filed his application in Probate Court of Stark County, Ohio, to sell said real estate for the purpose of paying the debts of the Estate, and on said date, the said Probate Court of Stark County, Ohio, authorized and directed said Joseph M. Blake to sell and convey said real estate herein described, and modified the same by decree of January 29th, 1941.

NOW, THEREFORE, I, Joseph M. Blake, as Administrator de bonis non with the Will annexed of Austin C. Brant, deceased, in pursuance of said provisions of the said Last Will and Testament of Austin C. Brant,

2. (cont.)

deceased, and by virtue of the statute in such cases made and provided, and of the powers vested in me, and also by virtue of the provisions of Section 10504-82 of the General Code of Ohio, granting to the successor of an Executor of an Estate, all powers of sale granted under the Will to an Executor, and also by virtue of the decree of the Probate Court of Stark County, Ohio, in said proceeding, made the 9th day of November, 1940, as modified by the said Court by decree of January 29th, 1941, ordering and directing the execution of this Deed, and in consideration of the premises and the payment of the purchase price thereof as approved by said Court and paid to me by Mary E. Snyder, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Mary E. Snyder, her heirs and assigns forever, the following described real estate:

Conveys the premises as described in the heading of this Abstract of Title.

TO HAVE AND TO HOLD said premises, with all the easements, privileges and appurtenances hereunto belonging, and all the rents, issues and profits thereof, to the said Mary E. Snyder, her heirs and assigns forever, as fully and completely, as I, the said Joseph M. Blake, as such Administrator de bonis non with the Will annexed of Austin C. Brant, deceased, by virtue of said Last Will and Testament and the statutes made and provided for such cases, might or should sell and convey the same.

IN WITNESS WHEREOF, the said Joseph M. Blake, as Administrator de bonis non with the Will annexed of Austin C. Brant, deceased, has hereunto set his hand this 30th day of January, 1941.

NOTE: The description of Tract Number Two (2) in this Deed omits the reservation of a strip of land 3 feet wide off the entire North side as the same is provided for in the heading of this Abstract of Title. A Quit Claim Deed for this 3 foot reservation is noted at Section Number 38 (a) of this Abstract of Title.



Mary S. Snyder and  
Homer Snyder,  
her husband,  
to  
The Ohio Power Co.

Easement.  
Signed & Ack'd April 18, 1941  
Rec. April 28, 1941  
Vol. 1237 P. 459.

Right of way easement to erect, operate and maintain a line of poles and wires for the transmission of electric power, telegraph and telephone wires in, on, along, over, through or across and also along any highways now or hereafter laid out or widened, together with the right of ingress and egress and the right to transmit power across said premises to other premises.

4.

No mortgages have been filed for record.

5.

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

6.

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

Taxes are paid to June, 1941 payment. June, 1941 tax, \$22.93.

8.

No street, sewer or ditch assessments.

No search has been made for other special assessments.

- - - - -

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

Canton, Ohio

July 8, 1941

11:00 A. M.

Russell J. Van Vorst  
Attorney at Law.

Addenda to the foregoing Abstract of Title showing all changes affecting the title to Lot Number 20 in Homer Snyder's Allotment Number 1 in Plain Township, Stark County, Ohio, since and including July 8, 1941.

1.

Homer Snyder's Allotment  
Number 1.

Plat.  
Signed & Ack'd Dec. 10, 1941  
Rec. for Rec. Dec. 18, 1941  
Plat Book Vol. 24, Page 48.

The above Allotment to the City of Canton, Ohio was laid out in a part of the Northwest Quarter of Section Number 29, Township Number 11 (Plain), Range Number 8, Stark County, Ohio and consists of part of the premises described in the heading of this Abstract of Title.

Lot Number 20 being part of the premises above platted fronts 50 feet on the North side of 40th Street Extension N.W. and extends in a Northernly direction in uniform width a distance of 124 feet.

2.

No deeds have been filed for record.

3.

No mortgages have been filed for record.

4.

Mary E. Snyder and  
Homer Snyder,  
wife and husband,  
to  
The East Ohio Gas Co.

Right of Way.  
Signed & Ack'd Aug. 1, 1941  
Rec. for Rec. Sept. 4, 1941  
Vol. 1330 P. 51.

Right of way to lay, maintain, operate, relocate and remove a pipe line for the transportation of gas across the premises described in the heading of this abstract of title and to lay service pipes to consumers from said pipe lines.



5.

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

6.

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

7.

Taxes are paid to June, 1942 payment.

8.

No street or sewer assessments.

No search has been made for other special assessments.

- - - - -

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

  
Attorney at Law.

Canton, Ohio

August 21, 1942

Addenda to the foregoing Abstract of Title showing all changes affecting the title to Lot Number 20 in Homer Snyder's Allotment Number 1 in Plain Township, Stark County, Ohio, since and including August 21, 1942.

1.

Mary E. Snyder  
Homer Snyder,  
Wife and husband,  
to  
Nick Moldovon Jr.  
Mary Moldovon.

Warranty Deed.  
Signed & Ack'd Aug. 22, 1942  
Rec. Sept. 18, 1942  
Vol. 1375 P. 420

Conveys the following described premises:

Situated in the Township of Plain, County of Stark and State of Ohio and known as and being Lot Number 20 in Homer Snyder's Allotment Number 1 located in a part of the Northwest Quarter of Section Number 29, Township Number 11 (Plain), Range Number 8, Stark County, Ohio as shown and designated on the Plat thereof recorded in Plat Book Vol. 24, Page 48 of the Plat Records in the Stark County, Ohio Recorder's Office.

Subject to an easement to The Ohio Power Company dated April 18, 1941 and recorded in Vol. 1237, Page 459 of the Stark County Deed Records and also subject to a right of way to The East Ohio Gas Company dated August 1, 1941 and recorded in Vol. 1330 Page 51 of the Stark County Deed Records and subject to the following restrictions:

1. This property shall be used for residence purposes only and no business buildings shall be placed thereon nor any retail, wholesale or manufacturing business be allowed to conduct business thereon.
2. No intoxicating liquors shall ever be sold or manufactured on these premises.
3. This property shall never be sold to or occupied by any except members of the Caucasian Race.
4. No nuisance shall be permitted and no pigs, goats or cows shall be kept on these premises.



Nick Moldovan Jr.  
Mary Moldovan,  
Husband and wife,  
to  
Mary E. Snyder.

11/19/43  
Cancelled per  
on P. Snyder

Mortgage Deed \$4000.00  
Signed & Ack'd Aug. 22, 1942  
Rec. Sept. 17, 1942  
Vol. 1347 P. 263  
Not Cancelled.

Mortgage Deed given to secure a note of \$4000.00 with interest at 6 per cent and payable in monthly installments of \$32.00 each and conveys the premises as described in Section Number 1 of this Addenda.

3.

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

4.

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

5.

Taxes are paid to December, 1943 payment.

6.

No street or sewer assessments.

No search has been made for other special assessments.

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

Canton, Ohio  
November 2, 1943  
9:00 A. M.

Russell Van Dyke  
Attorney at Law.

Addenda to the foregoing Abstract of Title showing all changes affecting the title to Lot Number 20 in Homer Snyder's Allotment Number 1 in Plain Township, Stark County, Ohio since and including November 2, 1943.

1.

No deeds have been filed for record.

2.

*2/8/45  
Cancelled  
on Record  
R. L. ...  
Atty*

Nick Moldovon Jr.  
Mary Moldovon,  
Husband and wife,  
to  
First Federal Savings &  
Loan Association of Canton.

Mortgage Deed \$3850.00  
Signed & Ack'd Nov. 4, 1943  
Rec. for Rec. Nov. 5, 1943  
Vol. 1414 P. 194  
Not Cancelled.

Mortgage Deed given to secure a note of \$3850.00 with interest at 5 per cent and payable in monthly installments of \$32.00 each and conveys the following described premises:

Situated in the Township of Plain, County of Stark and State of Ohio and known as and being Lot Number 20 in Homer Snyder's Allotment Number 1 located in a part of the Northwest Quarter of Section Number 29, Township Number 11 (Plain), Range Number 8, Stark County, Ohio as shown and designated on the Plat thereof recorded in Plat Book Vol. 24, Page 48 of the Plat Records in the Stark County, Ohio Recorder's Office.

Subject to an easement to The Ohio Power Company dated April 18, 1941 and recorded in Vol. 1237, Page 459 of the Stark County Deed Records and also subject to a right of way to The East Ohio Gas Company dated August 1, 1941 and recorded in Vol. 1330, Page 51 of the Stark County Deed Records and subject to the following restrictions:

1. This property shall be used for residence purposes only and no business buildings shall be placed thereon nor any retail, wholesale or manufacturing business be allowed to conduct business thereon.
2. No intoxicating liquors shall ever be sold or manufactured on these premises.
3. This property shall never be sold to or occupied by any except members of the Caucasian Race.
4. No nuisance shall be permitted and no pigs, goats or cows shall be kept on these premises.



3.

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

4.

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

5.

Taxes are paid to December, 1943 payment.

6.

No street or sewer assessments.

No search has been made for other special assessments.

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

  
Russell A. Van Wert  
Attorney at Law.

Canton, Ohio

November 6, 1943

9:00 A. M.

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

No. 7.

NO DEEDS to Lot No. 20 in Homer Snyder's Allotment, Plain Township, Stark County, Ohio, since and including 11/6/43.

No. 8.

NO MORTGAGES.

No. 9.

NO LEASES OR MECHANIC'S LIENS.

No. 10.

NO PERSONAL TAX, FEDERAL TAX, BOND OR UNEMPLOYMENT COMPENSATION LIENS.

No. 11.

NO JUDGMENTS, PENDING SUITS OR FOREIGN EXECUTIONS.

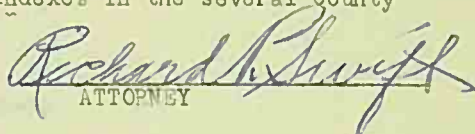
No. 12.

Taxes due June 1952 - \$38.74 NOT PAID.

Sewer Maint. due June 1952 - \$1.50 NOT PAID. Semi-annual.

00-00-00

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 as shown by the General Indexes in the several County Offices, since and including 11/6/43.

  
ATTORNEY

Canton, Ohio  
April 7, 1952  
8:30 A. M.



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

No. 13.

NO DEBTS to Lot No. 20 in Homer Snyder's Allotment, Plain Township, Stark County, Ohio, since and including April 7th, 1952.

No. 14.

Nick Moldovan, Jr. and  
Mary Moldovan, husband and wife  
to  
The Citizens Savings and Loan  
Co. of Canton, Ohio

Mortgage \$6500.00  
Dated 4/9/52  
Rec. 7/19/52  
Volume 2071, Page 217  
NOT CANCELLED.

*Cancelled and placed  
42-53  
John P. ...*

Covers above and secures a loan of \$6100. payable \$65.00 per month with interest at 4½%.

No. 15.

NO LEASES OR MECHANIC'S LIENS.

No. 16.

NO PERSONAL TAX, FEDERAL TAX, BOND OR UNEMPLOYMENT COMPENSATION LIENS.

No. 17.

NO JUDGMENTS, PENDING SUITS OR FOREIGN EXECUTIONS.

No. 18.

Taxes due June 1952 - NOT PAID.  
Sewer assess. due June 1952 - NOT PAID.

00-00-00

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 as shown by the General Indexes in the several County Offices, since and including 4/7/52.

*Richard Phuff*  
ATTORNEY

Canton, Ohio  
April 9th, 1952  
4:00 P.M.

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

No. 19.

Nick Moldovon, Jr. and  
Mary Moldovon,  
husband and wife,  
who claim title by instrument  
recorded in Volume 1375, Page 420,  
County Recorder's Office,

Warranty Deed - \$1.00  
Dated - March 31, 1953  
Rec'd - March 31, 1953  
Volume 2142, Page 494.

to

Jack Ernest Stevenson and  
Marina Stevenson,  
2245 - 40th Street, N.W.  
Canton, Ohio.

Conveys: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being Lot Number Twenty (#20) in HOMER SNYDER'S ALLOTMENT NUMBER ONE (1) located in a part of the Northwest Quarter of Section No. 29, Township No. 11 (Plain), Range No. 8, Stark County, Ohio, as shown and designated on the Plat recorded in Plat Book 24, Page 48 of the Plat Records in the Stark County, Ohio Recorder's Office.

This conveyance is made subject to the same conditions and restrictions as contained in a deed to Nick Moldovon, Jr. and Mary Moldovon from Mary E. Snyder and Homer Snyder, dated August 22, 1942 and recorded in Volume 1375, Page 420.

This conveyance is also subject to an Easement to The Ohio Power Company, dated April 18, 1941 and recorded in Volume 1237, Page 459 of the Stark County Deed Records and also subject to a right of way to The East Ohio Gas Company, dated August 1, 1941 and recorded in Volume 1330, Page 51 of the Stark County Deed Records.

LIENS

No. 20.

Jack Ernest Stevenson and  
Marina Stevenson,  
husband and wife,

to

Mortgage - \$8,500.00  
Dated - March 31, 1953  
Rec'd - March 31, 1953  
Volume 2151, Page 385.  
NOT CANCELLED.

The Citizens Savings and  
Loan Company of Canton, Ohio.

Covers the property described in the preceding section.

No. 21.

No Mortgages.

No. 22.

No Leases or Mechanic's Liens.

No. 23.

Taxes due December, 1952 in the sum of \$47.10 have been paid.

No. 24.

Special Sewer Maintenance Assessment due December, 1952 in the  
sum of \$3.00 have been paid.

No. 25.

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

No. 26.


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



I hereby certify that the foregoing CONTINUATION, consisting of Sections Nos. 19 to 26 inclusive, was collated by me from the Official Records of Stark County, Ohio, and I believe the same is correct and shows every instrument filed for record since and including the 9th day of April, 1952 which would affect the title to the premises described herein, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio

March 31, 1953

  
\_\_\_\_\_  
Attorney At Law

Plain Township Historical Society