

Plain Township Historical Society

Property of  
Plain Township  
Historical Society  
11.05.03C

# ABSTRACT

OF THE

## TITLE

TO

LOT # 1

IN THE

KOLP-YOUNG-EDGEFIELD

ALLOTMENT

IN PLAIN TOWNSHIP,

STARK COUNTY OHIO.

CHAS. A. KOLP.

*Buyer and Seller of Real Estate.*  
CANTON, OHIO.

**THE EGGERT COMPANY**

ABSTRACTERS  
CANTON, OHIO

ABSTRACT of TITLE to Lot # 1 in The Kolp-Young-  
Edgefield Allotment in Plain Township, Stark County, Ohio.

Said lot fronts 48.15 feet on Cleveland Avenue and  
extends westwardly on its north line 148.63 feet, on its south line  
159.95 feet, and is 46.65 feet wide at the rear.

No. 2.

Abbreviations, Records, etc.

The abbreviations used herein are those in common use.

All instruments noted herein are found in the Records of  
Stark County, Ohio.

Township #11, Range #8 of the lands directed to be sold at  
Steubenville is the 11th Township North of the Ohio River, and in the  
8th Range west of the Pennsylvania line, and is now Plain Township,  
Stark County, Ohio.

No. 3.

The United States of  
America, by James  
Madison, President.  
To  
Mathias Springer.

Patent.  
Dated Oct. 1, 1811.  
Rec. Nov. 7, 1814.  
Vol. "B". P. 388,  
Stark County Deed Records.

Patent for "the South East Quarter of Sec. #29, Twp. #11, R. #8,  
of the lands directed to be sold at Steubenville, by Act of Congress."

No. 4.

Mathias Springer, and  
Susannah Springer,  
husband and wife.

To  
John Arentz.

Gen. War. Deed.  
S. & A. Aug. 19, 1826.  
Rec. Mar. 6, 1828.  
Vol. "G", p. 317.

Conveys a part of Sec. #29, Twp. #11, R. #8, "being the South East Quarter of said Section #20, Twp. #11, R. #8, for which Quarter Section a patent was granted to Mathias Springer x x x Oct. 1st, 1811."

Note:- See Section No. 11 hereof.

No. 5.

John Arntz, and  
Elizabeth Arntz,  
husband and wife.

To  
Jacob Hentzell.

Gen. War. Deed.  
S. & A. Aug. 3, 1832.  
Rec. Jan. 25, 1833.  
Vol. "K", P. 53.

Conveys a part of the South East Quarter of Sec. #29, Twp. #11, R. #8, beginning at a corner of a lot, on the west side of the road leading from Canton to Cleveland, conveyed for a school; thence northwardly along the west side of said road to Joseph Weaver's land; thence west, along Weaver's land, to a corner of B. Penzel's land; thence south with Penzel's land to a corner of a lot conveyed to Joseph Henry; and thence to the place of beginning, containing 80 acres.

Note:- The above conveyance includes the premises in question, as determined by reference to deeds to said named persons.

No. 6.

Jacob Hentzell.  
To  
Charles Monier.

Gen. War. Deed.  
S. & A. Aug. 26, 1843.  
Rec. Aug. 28, 1843.  
Vol. 30, P. 415.

Conveys a part of the South East Quarter of Sec. #29, Twp. #11, R. #8, being the same premises conveyed in Section No. 5 of this Abstract, except a small part thereof, which exception does not affect the title in question.

Note:- See Section No. 11 hereof.

No. 7.

Charles Monnin's  
Will and Estate.

Dec. 2, 1859. Will Dated.  
Apr. 6, 1863. Will Probated.  
Will Recorded, Vol. "C", P. 549.  
Apr. 6, 1863. Widow elected to  
take under Will.  
Josephine Monnin residuary  
legatee. Bond of \$2000.  
filed, to secure payment  
of debts.  
Admr. Dec. "D". P. 472.

"I give and devise to my future wife Marie Josephine Monnin, born Yobard all my goods after my death, that is to say real and personal to do with the same as may seem to her best, to sell my goods, real and personal, to collect the money which may be due me after death and to pay my debts."

Note:- See Section No. 11 hereof.

No. 8.

Josephine Monnin  
To  
Andrew Pontius.

Gen. War. Deed.  
S. & A. Mar. 6, 1879.  
Rec. Mar. 6, 1879.  
Vol. 159, P. 273.

Conveys the premises described at Section No. 5 hereof.  
Acknowledged by Josephine Monnin. See Section No. 11.

Note:- Investigation discloses that Josephine Monnin was a widow at date of this deed.

No. 9.

Andrew Pontius, and  
Sarah J. Pontius,  
husband and wife.  
To  
William Young.

Gen. War. Deed.  
S. & A. Nov. 19, 1896.  
Rec. Apr. 1, 1897.  
Vol. 341, P. 461.

Conveys "part of the South East Quarter of Sec. #29, Twp. #11, R. #8, beginning at the center of said Section; thence South 84° 30' East, 18.18 chains on the Quarter Section line to an iron pin in the highway; thence South 9° East, 3.33 chains; thence North 84° 30' West, 18.96 chains to the Quarter line; thence North 5° East, 3.235 chains to the place of beginning, containing 6 acres."

No. 10.

William Young's  
Will and Estate.

Nov. 21, 1899. Will Dated.  
Dec. 21, 1899. Will Probated.  
Rec. Vol. "Q", P. 138.  
Dec. 21, 1899. Widow elected  
to take under Will.  
Dec. 21, 1899. Amanda Young  
qualified as Executrix,  
letters issued.  
Mar. 8, 1901. Final account  
filed.  
Admr. Doc. "I", P. 574.

"I give and bequeath and devise to my beloved wife in lieu of her dower, the farm on which we now reside and the farm of 80 acres formerly owned by Samuel Braucher, and a tract of land in Plain Township containing six acres during her natural life, x x x x. It is my will that if my beloved wife desires at any time after my decease desires to sell and dispose the six acres of land in Plain Township, she is at liberty to do so."

The application states that William Young died leaving Amanda Young, his widow, and Anna M. Butler, Charles H. Young, and Lizzie F. Surbey, his children and only heirs.

No. 11.

Amanda Young,  
Plaintiff.

vs.

Mathias Springer, John Arentz,  
John Arntz, Charles Monier,  
Charles Monnin, Marie Josephine  
Monnin, Josephine Monnin, and  
Josephine Monin, and the  
unknown heirs, devisees and  
assigns of Mathias Springer,  
John Arentz, John Arntz,  
Charles Monier, Charles  
Monnin, Marie Josephine  
Monnin, Josephine Monnin,  
and Josephine Monin; the  
unknown husbands and wives  
of said respective persons;  
the unknown husbands and  
wives of said unknown heirs,  
devisees and assigns of said  
persons,

Defendants.

Nov. 24, 1920. Petition filed.  
Nov. 24, 1920. Affidavit for  
publication filed.  
Nov. 24, 1920. Publication  
ordered.  
Mar. 2, 1921. Affidavit of  
publication filed.  
Mar. 2, 1921. Decree.  
App. Doc. 106. P. 33055.  
Stark County Clerk's Office.  
Rec. Mar. 18, 1921.  
Vol. 656. P. 369.  
Stark County Deed Records.

This was an action to reform deeds and quiet title to the premises described in the heading to this abstract. The decree herein set forth sufficiently describes the nature of the action. Affidavit, as required by Ohio Statute, was filed, and notice given all defendants by publication, as required by law.

—DECREE—

And now this cause coming on to be heard on the petition and the evidence, the Court finds that all defendants herein have had due legal notice of the pendency of this action; that they and each of them are in default for answer or demurrer; that the facts stated and allegations made in said petition are true; and that the plaintiff is entitled to the relief prayed for in said petition.

Wherefore the Court finds that the plaintiff, Amanda Young, is the legal owner and in actual possession of the premises described in said petition; that said land was devised to her by the Will of her husband, William Young, for life, with full power in her to sell and convey the same; that she has good right to sell said land; and that she has a legal right to have the clouds removed from the title to said premises.

The Court further finds that Charles Monier named as grantee in the deed recorded in Volume 30, Page 415 of the Stark County Deed Records, and Charles Monnin who devised said real estate by Will recorded in Volume "C", Page 549 of the Will Records of said County, were one and the same person; that the true name of said person was Charles Monnin; that the name Charles Monier was written in said deed by mistake of the scrivener; that the said Charles Monnin had good right to, and did devise said land, to his wife, Marie Josephine Monnin in fee simple; and that, upon the Probate of said Will she became the legal owner thereof; that she had good right to convey, and did convey, said land to Andrew Pontius by deed recorded in Volume 159, Page 273 of the Deed Records of said County; that by mistake of the scrivener her name was written, as grantor in last named deed, as Josephine Monnin, and that she so signed said deed, but that said conveyance was, in fact, the conveyance of Marie Josephine Monnin, and conveyed title to said land to said Andrew Pontius.

The Court further finds that The United States of America by its President, issued a patent for the South East Quarter of Section #29, Township #11, Range #8, which thereafter became Plain Township, Stark County, Ohio, to Mathias Springer; that said Mathias Springer conveyed said land, in fact, to one John Arntz, but by a mistake of the scrivener the name of John Arentz was written in said deed, and that by a further mistake of the scrivener the

No. 11. Continued.

said land was described as being the South East Quarter of Section #20, instead of Section #29; that said conveyance was, in fact, a conveyance of said South East Quarter of said Section #29 to said John Arntz; that said deed was recorded in Volume "G", page 317 of the Deed Records of said County; that said John Arntz took possession of said Quarter Section, which included the lands in question; that he had good right to sell and convey said premises; and he thereafter did convey the same.

It is therefor ordered and decreed that said deeds and all of them be reformed and corrected to comply with the above findings of this Court; that this decree operate as a reformation thereof; that the Clerk of this Court issue a certified copy hereof; and that the Recorder of Stark County record said decree, indexing in the name of Amanda Young, and enter a reference thereto on the margin of the record of said deeds; that plaintiff's title to said premises be quieted; and that said defendants be forever enjoined from setting up or claiming any right, title or interest in or to said premises.

No. 12.

Amanda Young, widow, Charles H. Young and Pauline J. Young, husband and wife, Elizabeth F. Surbey, and John S. Surbey, husband and wife, and Anna M. Butler, and William E. Butler, husband and wife.

Power of Attorney.  
S. & A. July 24, 1920  
Rec. Apr. 15, 1921.  
Vol. 729, P. 604.

To  
Charles A. Kolp.

Empowers said attorney to sell and convey the premises described at Section No. 15.

No. 15.

Amanda Young.  
To  
Charles H. Young, and  
Anna M. Butler.

Power of Attorney.  
S. & A. Dec. 15, 1920.  
Rec. Dec. 20, 1920.  
Vol. 721. P. 407.

Empowers said attorney to sell and convey any land, owned by her, in Stark County, Ohio.

No. 14.

William Young,  
Deceased.  
To  
Amanda Young, Et Al.

Affidavit.  
Dated Apr. 6, 1921.  
Rec. Apr. 7, 1921.  
Vol. 730. P. 79.

States that William Young died Dec. 1, 1899, leaving Amanda Young his widow, and Charles H. Young, Anna M. Butler, and Elizabeth F. Surbey, his children and only heirs; that he died seized of premises described at Section No. 15 hereof; that he devised the same to Amanda Young, for life, with power of sale; and that said premises were not otherwise specifically devised nor the remainder men named in said Will.

No. 15.

Amanda Young, a widow,  
Charles H. Young and  
Pauline J. Young,  
husband and wife,  
Anna M. Butler, and  
William E. Butler,  
wife and husband, and  
Elizabeth F. Surbey, and  
John S. Surbey,  
wife and husband,  
To  
Patrick D. Slyne.

Gen. War. Deed.  
S. & A. Apr. 6, 1921.  
Rec. Apr. 7, 1921.  
Vol. 725. P. 380.

Conveys a part of the South East Quarter of Sec. #29, Twp #11, R. #8, beginning at the north west corner of said Quarter; thence south on the west line thereof 213.51 feet; thence east, on the north line of Mt. Vernon Addition 1251.36 feet to the center of the Canton-Akron Road; thence north west, with the center of the road 219.78 feet to the north line of said Quarter; and thence 1199.88 feet to the place of beginning, containing 6 acres.

No. 16.

Patrick D. Slyne,  
unmarried.  
To  
Amanda Young.

Gen. War. Deed.  
S. & A. Apr. 6, 1921.  
Rec. Apr. 7, 1921.  
Vol. 725. P. 381.

Conveys the premises described in Section No. 15.

No. 17.

KOLP-YOUNG-EDGEFIELD  
ALLOTMENT

Plat,  
S. & A. Aug. 2, 1920.  
Accepted by Planning Commission  
Sept. 28, 1920.  
Rec. Apr. 13, 1921,  
Plat Rec. 13, P. 93.

Platted from lands described in Section No. 15 hereof. For description of lot see Section No. 1.



John Arentz.  
To  
Paul Rider, and  
Jacob Hentzell.

Mortgage \$911.75.  
S. & A. Apr. 5, 1827.  
Rec. Oct. 8, 1827.  
Vol. "G", P.136.  
Canceled.

No. 19.

Jacob Hentzell, and  
Catherine Hentzell,  
husband and wife.  
To  
The Ohio Life Insurance  
and Trust Co.

Mortgage \$1200.  
S. & A. Jan. 6, 1835.  
Rec. Jan. 15, 1836.  
Vol. "C", P. 223.  
Canceled.

No. 20.

Jacob Hentzell, and  
Catherine Hentzell,  
husband and wife.  
To  
Samuel Weaver.

Mortgage \$440.38.  
S. & A. Sept. 9, 1841.  
Vol. "I", P. 482.  
Canceled.

No. 21.

Charles Monier.  
To  
Jacob Hentzell.

Mortgage \$1697.62.  
S. & A. Aug. 28, 1843.  
Rec. Aug. 28, 1843.  
Vol. 29, P. 386.  
Canceled.

No. 22.

A. Pontius.  
To  
Josephine Monnin.

Mortgage \$11,000.  
S. & A. Mar. 6, 1879.  
Vol. 160. P. 208.  
Canceled.

No. 23.

No mechanics liens or leases.

No. 24.

There are no suits pending against Amanda Young, nor  
no judgments against her or against any of the consecutive owners of  
said premises which are liens thereon.

No. 25.

No foreign executions.

No. 26.

TAXES:- Paid to and including December payment, 1920.

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

Canton, Ohio.  
May 10, 1921.

THE EGGERT COMPANY.

*Ges. D. Eggert*  
ne