

BERKOWAR

37TH ST N.W

ABSTRACT

OF

THE TITLE

TO

A Part of the S.E. Quarter

of

Sec. 29, Twp. 11,

Rg. 8,

Stark County,

Ohio

Young Tract at Edgefield

THE CANTON ABSTRACT
COMPANY

First National Bank Building

CANTON, OHIO

*Charles F. Kop
Farm*

on Cleve. Ave

Property of
Plain Township
Historical Society

11.05.03A

Plain Township Historical Society

Abstract young

ABSTRACT OF THE TITLE to part of the south east quarter of Sec. 29, Twp. 11, Rg. 8; Beginning for the same at a stone, being the center of said section; thence south 84° 30' east, 18 chains and 18 links on the quarter section line to an iron pin in the highway; thence ^{south} 90° east, 3 chains and 53 links to a stone; thence north 84° 30' west 18 chains 96 links to a stone on the quarter line; thence north 5° east 3 chains and 23½ links to the place of beginning, containing six acres of land.

No. 2.

The United States, By
James Madison, Pres.
to
Mathias Springer.

Patent.
Dated Oct. 1, 1811.
Recorded Nov. 7, 1814.
Vol. "B" Page 388.

South East quarter of Section #29, Twp. #11,
Range #8, of the lands to be sold at Steubenville.

No. 3.

Mathias Springer, and
Susannah, his wife,
to
John Arentz.

Warranty Deed \$1440.
Dated & Ack'd Aug. 19, 1826.
Recorded March 6, 1828.
Volume "G", Page 317.

Lying and being in the County of Stark in the State of Ohio, aforesaid, and in lot or section #29, Twp. #11, in Range #8 in the district of lands offered for sale at Steubenville, the part hereby conveyed being the south east quarter of said section number twenty of Twp. #11, Range #8, for which said quarter section a patent was granted to Mathias Springer and to his heirs and assigns forever, from under the hands of James Madison, President of the United States, bearing date of the 1st day of October A.D. 1811.

No. 4.

When the wife joins in the granting clause (or husband when title is in the wife) her given name will appear in the Abstract, but when dower is released only she will be designed as "wife."

Each instrument herein noted is properly witnessed and acknowledged unless otherwise noted.

No. 5.

John Arntz, and wife,
to
Jacob Hentzell.

Warranty Deed.
S. & Ack'd Aug. 3, 1832.
Recorded Jan. 25, 1833.
Vol. "K", Page 53.

Part of the south east quarter of Section #29, Twp #11, Range #8, Stark County, Ohio, bounded as follows:- Beginning for the same at a corner of a lot on the west side of the road leading from Canton to Cleveland the said lot conveyed heretofore by John Arntz for a district School House; thence north along the west side of said Cleveland road to Joseph Weaver's lands; thence west along said Joseph Weaver's line to a corner of Baltzer Pensel's land; thence south with said Pensel's lands to a corner of a lot sold

Plain Township Historical Society

No. 5 Cont.

and conveyed by John Arntz to Joseph Henry; thence east along the said Henry's line, and the line of the District School House lot to the place of beginning containing 80 acres more or less.

No. 6.

John Arntz,
to
Samuel Weaver,
Adam Oberlin and
John Arntz, Sr.,
School Directors.

Lease for 99 years.
S. & Ack'd Apr. 6, 1830.
Recorded Sept. 11, 1843.
Vol. 30, Page 461.

For the use and purpose of a School House to have the English and German language taught therein.

A certain lot or piece of ground suitable and being at the south east corner of said John Arntz land, on the road leading from Canton to Cleveland, it being a part of the south east ----- of Section #29, Twp. #11, Range #8, and to run $5\frac{1}{2}$ perches north along said road, thence west $5\frac{1}{2}$ perches, thence south $5\frac{1}{2}$ perches, thence east $5\frac{1}{2}$ perches to the place of beginning so as to contain $\frac{1}{4}$ of an acre.

To have and to hold said lot or piece of ground from the day of the date hereof for and during the term of 99 years then next ensuing and fully to be complete and ended if the same shall so long be occupied as a school yielding and paying unto said John Arntz, his heirs, executors, administrators, or assigns the yearly rent or sum of one centon the first day of April yearly and every year during said term, if legally demanded.

No. 7.

John Arrantz, and wife,
to
Joseph Henry.

Warranty Deed \$256.50
S. & Ack'd Apr. 12, 1831.
Recorded Oct. 5, 1831.
Vol. "I", Page 498.

Being the south west part of the south east quarter of Section #29, Twp. #11, Range #8, bounded as follows:- Beginning for the same at the half mile stake between said Section #29 and #32 and running east 92.5 perches thence north $24\frac{1}{4}$ degrees west, 28.3 perches; thence west 80.6 perches to west line of quarter; thence south 26 perches to the beginning containing 14 acres and 6 perches more or less.

No. 8.

At the date of deed noted at #5 above, Joseph Weaver owned 50 acres in south west part of the north east quarter of Section #29, Twp. #11, Range #8, and Baltzer Bentzel owned the east part of the south west quarter of Section #29, Twp. #11, Range #8.

NOTE:- The deed noted at sections 6 and 7 do not convey the premises hereby abstracted, but those deed are shown to locate as well as may be the land conveyed by deed noted at #5 above.

No. 9. ⁶

Jacob Hentzell,
to
Charles Monier.

Warranty Deed \$2200.
S. & Ack'd Aug. 26, 1843.
Recorded Aug. 28, 1843.
Vol. 30, Page 415.

Part of the south east quarter of Section #29, Twp. #11, Range #8, beginning for the same at a lot in the west side of the road leading from Canton to Cleveland, said lot being heretofore conveyed from John Arntz for a district school house; thence north 15 degrees west along the west side of said road 35 chains and 20 links to the lands of the late Joseph Weaver; thence west 18 chains and 18 links to a stone, corner of said quarter; thence south 53 chains and 95 links to a post, corner of lot heretofore sold by said Arntz; thence east 27 chains and 32 links to the south west corner of aforesaid school house; thence with the lines of said school house lot to the place of beginning, containing 77 $\frac{1}{2}$ acres more or less, excepting however from the operation of this conveyance, 12 feet in width along the south side of the above described tract and adjoining the lot of J. Henry, which is reserved for the use of a road for said J. Henry.

NOTE: - Deed does not recite that said grantor was unmarried.

No. 10.

Charles Monnin's
Will.

Dated Dec. 2, 1859.
Probated Apr. 6, 1863.
Recorded Will
Vol. "C" Page 549.

Said will written and recorded in French.

The following is a translation of the same:

By this testament made with my own hands, I, the said Charles Monnin, farmer of Stark County, Ohio, give 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 good may seem to her; to sell my goods, real and personal, to collect the money which may be due me after death; to pay my debts which I may leave after my death. To this my will I attest in the presence of witnesses, the testator.

Canton, December 2nd, 1859.
Pierre Perchin,
P. E. Barlet, Witnesses,

"Charles Monnin."

STATE OF OHIO, STARK COUNTY, SS:

Before me, the undersigned authority, in and for said County, personally appeared L. Sollman, who being first duly sworn says, he is well educated in the French Language, that he also has a good knowledge of the English Language and that the foregoing is a true translation of the will of Charles Monnin, as recorded in the records in Stark County, Probate Office.

(Signed) L. Sollman,

Sworn to before me and subscribed in my presence, this
2nd day of April, A.D. 1910.

(seal)

David B. Smith.
Notary Public, in and for
said county.

No. 10 Cont.

Original affidavit in possession of The Smith-Trump Abstract Co.

No. 11.

On April 6, 1863 Josephine Monnin, widow of Charles Monnin deceased, elected to take under the will of her said husband.

Journal "C", Page 269.

No. 12.

Charles Monnin's Estate. 1863, Apr. 7, Josephine Monnin Residuary Legatee.
1863 " " Bond of \$2000 to pay debts filed.
No further record.
Admr. Doc. "D", Page 472.

No. 13.

Josephine Monnin,
to
Andrew Pontius.

Warranty Deed \$15000.
Dated & Ack'd March 6th, 1879
Recorded March 6th, 1879.
Volume 159, Page 275,

Part of the south half of Section #29, Township #11, Range #8, described as follows:- Beginning for the same at a lot on the west side of the road leading from Canton to Cleveland, said lot being heretofore conveyed from John Arnz for a District School house; thence north 15° west along the west side of said road 35.30 chains to lands of the late Joseph Weaver; thence west 18.18 chains to a stone, corner of said quarter; thence south 33.05 chains to a post, corner of lot heretofore sold by said Arnz, thence east 27.32 chains to the south west corner of the aforesaid school house lot; thence with the lines of said school house lot to beginning containing $77\frac{1}{2}$ acres more or less, excepting 12 feet in width along the south side of the above described tract, and adjoining the lot of J. Henry, which is reserved for the use of a road for said J. Henry.

Excepting the following described tract of land, beginning at the north east corner of Lewis Kister's land on the west side of Cleveland road; thence west along said Kister's and J. Henry's line 8.14 chains to a post; thence north 14° west 6.41 chains to a post; thence south $87\frac{1}{2}^{\circ}$ east 8.14 chains to the Cleveland road; thence south 14° east, 6.41 chains to beginning containing about 5 acres.

Also part of the south west quarter of Section #29, described as follows:- Beginning at the south east corner of said quarter section; thence north 159.5 perches to the north east corner of said quarter section; thence west 153.5 perches to a post on the bank of Nimishillen Creek; thence down said Creek on the east side thereof and by the several courses and meanders thereof as follows:- south 11° west, 6 perches; south $65\frac{1}{2}^{\circ}$ east, 10.2 perches; south 81° east, 10 perches; south 42° east, 14 perches; south $79\frac{1}{4}^{\circ}$ east, 8 perches, north 79° east, 14 perches; south 74° east, 16.8 perches; south 56° east, 24 perches; south 27° east, 50.6 perches; south 5° west, 12 perches; south 19° east, 52.6 perches; south 30° east, 16.5 perches to post in the south boundary of section #29; thence

No. 13 Cont.

east to the beginning containing $62\frac{3}{4}$ acres, excepting $26\text{-}3/8$ acres conveyed to Mathias Pfeifer by deed dated Apr. 1st, 1854 and recorded in Volume 56, Page 316 in the Rec. Office of said Stark Co.

The first tract above described in the conveyance by the deed of Jacob Hentzel to Charles Monnin was by mistake of the Scribner made to read Charles Monier when it should have been Monnin instead of Monier, see Volume 30, Page 415 in the Recorders Office of said Stark County; and also in the conveyance from Peter Loutzenheiser Administrator with will annexed of Baltzer to Charles Monnin recorded in Volume 57, Page 325 should also read "Monnin" instead of Monnier.

NOTE:- The name of grantor is written "Josephine Monnin," in body of deed, and in the acknowledgment, "Josephine Monin," but signature is as shown at the beginning of this section.

Deed does not recite that the grantor was unmarried or a widow.

No. 14.

Andrew Pontius and
Sarah J. Pontius, his wife
to
William Young.

Gen. War. Deed \$1500.
S. & Ack'd Nov. 19, 1896.
Rec. April 1, 1897.
Volume 341, Page 461.
Maurice E. Aungst, N.P.

Conveys the following part of the south east quarter of Sec. #29, Twp. #11, Range #8; Beginning for the same at a stone, being the center of said section; thence south $84^{\circ} 30'$ east, 18 chains and 18 links on the quarter section line to an iron pin in the highway; thence ^{south} 90° east, 3 chains and 33 links to a stone; thence north $84^{\circ} 30'$ west 18 chains 96 links to a stone on the quarter line; thence north 5° east 3 chains and $23\frac{1}{2}$ links to the place of beginning, containing six acres of land.

No. 15. -10

William Young's
Estate

Admr. Dec. 1,
Page 574.

Dec. 21, 1899. Will probated.
" " " Widow in open court elects to take under will.
" " " Application filed.
" " " Amanda Young, extrx.
" " " Bond waived by will.
" " " Letters issued.
March 8, 1901. Final acc't filed.
No further record Stark County Probate Records.

No. 16.

William Young's
Will.

Dated Nov. 21, 1899.
Filed for record Dec. 13, 1899
Will Rec. Vol 2, Page 138
Two witnesses. "20"

No. 16. Cont.

First:- I desire all my just debts and funeral expenses to be paid, as soon as possible after my decease.

Second:- 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 of land formerly owned by Samuel Brancher, and a tract of land in Plain Township containing six (6) acres during her natural life, and all the stock, household goods, furniture, provisions and other goods and chattels which may be thereon at the time of my decease, but my beloved wife may dispose of any part of such personal property at any time she may see proper.

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.

He then makes several other provisions not affecting the premises in question, and appoints his wife, Amanda Young, Executrix, without bond.

(Signed) William Young (seal)

L I E N S.

No. 17.

John Arentz,
to
Paul Rider &
Jacob Hentzell.

3-17-1915
AB 3999

Mortgage \$911.75.
Dated & Ack'd. Apr. 5th, 1827.
Recorded Oct. 8th, 1827,
Volume "G", Page 136.
Not cancelled on record.

No. 18.

Jacob Hentzell &
Catharine, his wife,
to
The Ohio Life Insurance
and Trust Co.

Mortgage \$1200.
Dated Jan. 6th, 1835.
Ack'd Jan. 15th, 1836.
Recorded Jan. 21st, 1836.
Volume "C", Page 223.
Cancelled.

No. 19.

Jacob Hentzell &
Catharine, his wife,
to
Samuel Weaver.

Mortgage \$440.38.
Dated Sept. 9th, 1841.
Volume "I", Page 482.
Cancelled.

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No. 20.

Charles Monier,

to

Jacob Hentzell.

Mortgage \$1697.62.

Dated & Ack'd Aug. 28th, 1843

Recorded Aug. 28th, 1843.

Volume 29, Page 386.

Not cancelled.

Part of the south east quarter Section #29, Township #11, Range #8, beginning at the corner of a lot on the west side of the road leading from Canton to Cleveland the said lot heretofore conveyed by John Arntz for a district school house lot; thence north along the west side of said road to Joseph Weaver's land; thence west along said Weaver's land to a corner of Baltzer Benschel's land; thence south with said Benschel's land to a corner of a lot heretofore conveyed by said John Arntze to Joseph Henry; thence along said Henry's line and the line of said school house lot to the place of beginning containing about 80 acres of land.

Provided always, and these presents are upon this condition, that whereas Charles Monnier has assumed to pay for the said Jacob Hentzel two mortgages which constitute a lien upon the aforesaid tract of land and also upon another tract which is described as follows, being the west half of the south west quarter of Section #19, and the north half of the north west quarter of Section #30 in Township #11, Range #8.

One of the mortgages is drawn in favor of Samuel Weaver, amounting to \$440.38 date Sept. 9th, 1841 and payable one year from date thereof; see Stark County record of mortgages letter "Y", Page 482.

The other is drawn in favor of the Ohio Life Insurance and Trust Company, amounting to \$1200, dated Jan. 6th, 1835, see Stark County Record of deeds and mortgages, letter "C", Pages 223, 224 and 225.

Now if the said Charles Monnier shall pay the said several sums of money to Samuel Weaver, and The Ohio Life Insurance and Trust Company, or their assigns when the same respectively become due, then these presents to be void; otherwise to be and remain in full force.

No. 21.

A. Pontius,

to

Josephine Monnin.

Mortgage \$11,000.

Dated Mch. 6th, 1879.

Volume 160, Page 208.

Cancelled.

No. 22.

Joseph Monnin,

to

Borst, Smith & Co.

Lease.

Dated & Ack'd Sept. 3rd, 1866

Recorded Sept. 12th, 1866.

Lease Rec. 1, Page 135.

Lease between Josephine Monnin party of the first part and Borst, Smith & Co., consisting of J.A. Borst and L.E. Smith, parties of the second part.

Said party of the first part agrees to sell and lease unto second party for the term of 99 years, all the mineral Stone Coal, and all other mineral or vegetable substance or deposit, that is or may underlie the following described tract or lot of

land situated in Plain Township, Stark County, Ohio, and is described as follows:- Part of the south east and part of the south west quarter of Section #29 containing about 116 acres and being all the land of which she is now seized in said two quarters and which she now occupies and cultivates as a farm; and also grants the exclusive right to test, open, mine & remove said coal, or any other mineral or vegetable substance or deposit so found; and further grants the right to construct railroads, underground entries, and all necessary buildings and fixtures to facilitate the mining and removing of said coal or other substances.

* * * * *

Said Josephine Monnin reserves the right to use or take coal from the mines on said premises until the completion of the contemplated Rail Road to be built from Canton to Akron, or some point on the Atlantic and Great Western R.R. and if said road is not commenced before three years, and completed before 4 years from her farm, this lease to null and void.

* * * * *

No. 23.

Josephine Monnin,
to
James Gallagher,

*Expired
New Boycott*

Lease
Dated & Ack'd Aug. 15th, 1837
Recorded Aug. 15th, 1873
Lease Rec. 2, Page 73.

Lease for eight years from date hereof all the mineral coal of the first vein, on the 117 acres of land of which said Josephine is seized in fee simple, in Plain Township, Stark County, Ohio, situate in section #29.

No. 24.

James Gallicher,
to
Frank Gallicher and
George E. Stuck,

Assignment \$1200.
Dated & Ack'd Dec. 3rd, 1873
Recorded Jan. 5th, 1874
Lease Rec. 2nd, Page 82.

Assignment of the interest of said James Gallicher in the lease from Josephine Monnin, noted at #30 above.

No. 25.

Frank Golagher &
George F. Stuck,
to
James Gollicher.

Assignment \$1200.
Dated & Ack'd Dec. 3rd, 1873.
Recorded Dec. 10th, 1873
Volume 129, Page 74.

Assignment of the lease and contract for mining and digging coal on the lands of Josephine Monnin in Plain Township, Stark County, Ohio, containing 117 acres in section #29 in said Township.

No. 26.

Andrew Pontius,
to
John Gorman,
James McLinden &
John Moore.

Lease.
Dated & Ack'd Jan. 14th, 1880
Recorded Jan. 24th, 1880
Lease Rec. 3, Page 56.

ANCELLED ON THE
RECORDED 8-17
THE ESTATE COMPANY
No. 15-
ABO year-

✓

Lease of the premises described in deed from Josephine Moinnin to Andrew Pontius, noted at #13 above.

Said parties of the second part are to have the exclusive right to mine all the stone coal found on said premises subject to the lease of Abraham Welty, and the privilege of erecting at the mouth of the mine all necessary buildings to facilitate the mining and removing said coal, except miners houses, and access to said mine by way of the present traveled road, and no other except by consent of first party.

Said second parties agree to pay to said first party 17 cents for each ton of 2240 pounds of coal mined from said premises to be accurately weighed before passing over any acres, to be paid in monthly payments at the end of each month until the first day of Sept. 1880, at which time the payment shall not be less than \$85, and monthly thereafter on the last day of each month, not less than \$85; but if the \$85 will be greater than the amount due for the month, then it shall be credited as royalty on any excess of coal mined, over and above \$85 per month; and if said parties fail to make payments as above specified within ten days after being notified in writing to do so, by said party of the first part, then this contract shall be null and void and said party of the first part may take possession of the mine.

No. 27.

On margin of record of above lease:

1881 Jan. 18th. For full and valuable consideration, we hereby assign, sell and transfer to Albert Imgard all our right, title, interest and privileges in and to the foregoing lease, including all the improvements made in said mine since the execution of said lease, also the fixtures and property belonging to said mine.

James McLinden (seal)
John Moore (seal)

(George E. Baldwin,

Witnessed by (R.S. Shields
State of Ohio, Stark County, SS:-

Before the undersigned authority within and for said County personally appeared the above named James McLinden and John Moore and acknowledged the signing of the above assignment and transfer.

R.S. Shields.

Notary Public in and for said Stark County, Ohio.
The above assignment copied from copy of this lease

Jan. 22nd, 1881.

J. W. Barnaby, Recorder.

No. 28.

On margin of record of above lease:-

Amendment to this lease:- Whereas Albert Imgard has become owner of this lease and desires the same to amended, I hereby agree and consent to the following amendment, to-wit:- that I will receive as royalty the sum of 15 cents per net ton of 2000 pounds of screened lump coal instead of 17 cents per gross ton of 2240 pounds as originally agreed upon. In consideration of which said Albert Imgard agrees to mine not less than ten thousand tons per annum to be paid for as originally agreed.

A. Pontius
Albert Imgard

The above copied from endorsement on copy of this lease April 16/81.

J.W. Barnaby, Recorder.

No. 29.

On margin of record of above lease:-

Canton, Ohio, Mar. 19th, 1884. To Albert Imgard:-
You are hereby notified that under your contract to mine coal on my premises there was due to me on the 1st day of Mar. 1884 the sum of \$1517.57, which remains wholly unpaid, and that I hereby demand payment of said amount within 10 days from your receipt hereof, and that a noncompliance with this demand will render said contract null and void, according to the terms thereof, and that I will then take possession of the coal mine as provided for in said contract, and that I will cause this notice and demand with your noncompliance therewith, to be entered upon the record of said contract which is recorded in the Lease Record of Stark County, Ohio.

Respectfully yours, A. Pontius.

A true copy of notice mailed this 19th day of Mar. 1884 to Albert Imgard, #866, 6th Avenue, New York.

Baldwin & Shields.

No. 30.

We do not find the lease to Abraham Welty, which is referred to in the foregoing lease, on record in Stark County, O.

No. 31.

Andrew Pontius,

to

James F. Evans and
Charles H. Tucker

Lease.

Dated May 8th, 1884.

Ack'd. - - - - -

Acknowledged May 10th, 1884

Recorded May 13th, 1884.

Lease Rec. 4, Page 24.

Lease and agreement for mining and removing all the mineral stone coal that is, or may be under the 77½ acres described in deed from Josephine Moinnier to Andrew Pontius noted at #13 above, excepting the 5 acres which are excepted from said deed.

Also the 62¼ acres described in said deed but excepting therefrom 26-3/8 acres, conveyed to Mathias Pfeifer.

It is agreed that the parties of the second part shall have the right to abandon said lands and mining when the mining of coal becomes unprofitable.

It is further agreed that the parties of the 2nd part are to have the privilege of using said railroad, underground entries, buildings and fixtures for the purpose of mining and removing coal from other lands, and after said railroads, underground entries, buildings and fixtures by paving party of the 1st part ¼ of 1 cent for each ton of coal transported.

If said 2nd parties fail to make payments as herein specified for ten days after being notified in writing to do so by said 1st party, then this contract shall be null and void.

Plan Township Historical Society
8-17
No. 31
M. J. Evans

V

On margin of record of above lease:-

For valuable consideration we hereby sell assign to Charles H. Fickes all my interests of the late J.F. Evans in the within lease and in the property therein described, Feb. 7th, 1885.

G.F. Ford.

Copied from original lease Sept. 13/88.

J.E. Dougherty, Recorder

On margin of record of above lease:-

1886 Nov. 19th. For value received I hereby sell, assign and transfer to James McLinden all my right, title and interest in and to the within lease and in all the property therein described.

Charles H. Tucker, By
Geo. E. Baldwin, his
Atty. in Fact.

Copied from original lease Sept. 13th, 1886.

J. E. Dougherty, Recorder.

NOTE:- Power of Attorney not on record.

On margin of record of above lease:

Sept. 1st, 1888. For value received I hereby sell, assign and transfer to Thomas W. Leahy all my right, title and interest in and to the within lease and in all the property therein described.

James McLinden.

Copied from original lease Sept. 13/88.

J. E. Dougherty, Recorder.

On margin of record of above lease:-

Nov. 22nd, 1888. For value received I hereby sell, assign and transfer to James McLinden all my right, title and interest in and to the within lease and in all the property therein described.

Thomas W. Leahy.

Copied from original lease Nov. 22nd, 1888.

J. E. Dougherty, Recorder.

Andrew Pontius,

to

James F. Evans &
Charles H. Tucker.

Lease \$1.
Dated Aug. 8th, 1884.
Ack'd Aug. 12th, 1884.
Rec'd Aug. 12th, 1884.
Lease Record 4, Page 61.

Lease for lime-stone in or under land described in lease from Andrew Pontius to James F. Evans and Charles H. Tucker noted at #24 above.

V
Andrew Pontius,
to
Edmund G. Williams &
John S. Davis.

No. 37.

Lease.
Dated July 30th, 1892.
Rec. Nov. 1st, 1892.
Lease Rec. 6, Page 79.
See following sections.

Lease for coal, on premises conveyed by Josephine Monnin to Andrew Pontius by deed dated March 6th, 1879, recorded in Vol. 159, Pages 273 and 274.

If royalty herein provided for, is not paid as herein provided, then this lease shall be void at the option of said party of the first part.

No. 38.

Edmund G. Williams,
to
John S. Davis.

Assignment of Lease #1.
Dated Oct. 29th, 1892.
Recorded Nov. 1st, 1892.
Lease Rec. 6, Page 81.

Assignment of lease noted at #37 above.

No. 39.

On margin of record of lease noted at #37 above.
Canton, Ohio, July 16th, 1894.

For value received I hereby assign all my right, title and interest in and to the within lease to Maddrell & Co.

John S. Davis.

Copied from original lease Oct. 10/94.

J.A. Reed, Recorder.

No. 40.

On margin of record of lease noted at #37 above.

By reason of the non payment of the royalty provided for in this contract, the same has become void, and as per contract at my option, I hereby cancel the same this 4th day of January 1897.

Andrew Pontius.

Attest:- J.A. Reed, Recorder.

No. 41.

There are no mechanics' liens on said premises.

No. 42.

There are no pending suits or judgements against any of the parties hereto which are liens on said premises.

No. 43.

There are no foreign executions.

No. 44.

TAXES:- Paid to and including June payment 1920.

No. 45.

We have made no search for SEWER OR STREET ASSESSMENTS, WATER RENTS, or other SPECIAL ASSESSMENTS, nor for CONVEYANCES, AGREEMENTS, or Mechanics Liens not filed for record at the date hereof, nor the rights of parties in possession not shown of record.

We hereby certify that the foregoing ABSTRACT, consisting of (45) sections, was collated by us from the Official Records of Stark County, Ohio, and we believe the same to be correct and show every instrument of record affecting the title to said premises, as shown by the General Indexes in the several County Offices.

Canton, Ohio,

August 11, 1920.

THE CANTON ABSTRACT CO.

By J. A. Bishop Mgr.