

**Abstract**  
- (of) -

**The Title**

to

Lot No. 331 in Avondale  
Allotment No. 2, Plain  
Township, Stark County,  
Ohio.

6520-4  
John J. & Martha V. Stalica  
3805 Blackburn Rd. NW  
Canton, Ohio 44718

STARK COUNTY ABSTRACT COMPANY

CARL SHIFMAN - ROBERT I. FRIEDMAN

ARNOLD R. SHIFMAN

Attorneys

648 Citizens Savings Building

Canton, Ohio 44702

Telephone 456-2858

PROPERTY OF  
PLAIN TOWNSHIP  
HISTORICAL SOCIETY

Plain Township Historical Society

ABSTRACT OF THE TITLE

TO

Lot No. 331 in Avondale Allotment No. 2,  
Plain Township, Stark County, Ohio.

19/52

Plain Township Historical Society

SHIPMAN AND FRIEDMAN  
ATTORNEYS AT LAW  
648 CITIZENS SAVINGS BUILDING  
CANTON, OHIO, 44702  
PHONE: 456-2858

JUN 30 1978

WILLIAM B. BOWMAN  
STARK COUNTY AUDITOR  
DEPUTY

JUN 30 1978

WILLIAM B. BOWMAN  
STARK COUNTY AUDITOR

85.00 FEE DEPUTY

08115

be the same more or less, but subject to all legal highways.

PLAIN TWP.  
SECS. 30 & 31

SCALE-300FT. TO 1 INCH T. 11 N. R. 8

30-11-8

Plain Township Historical Society

FRANK E. BORON  
38.09 Acs.

C.G. HERBRICK  
3.57 AC.

BOARD OF  
EDUCATION  
310 AC.

BEATON



SEE  
SEC 30  
N 1/2  
SEC 31

# PLAIN TWP. SECS 30 & 31

SCALE-300FT. TO 1 INCH T. 11 N. R. 8

30-11-8



SE  
Sec 30  
NE  
Sec 31

FRANK E. BORON  
38.09 ACs

ANNA T. ROBERTS  
(70-31)

PLAIN TWP.  
SECS. 30 & 31

SCALE-300FT. TO 1 INCH T111-R8

W 30-11-8



Plain Township Historical Society

LOUISA B. HALL  
1600 AC.

FRANK E. BORON  
38.09 AC.

WM. WACKERLY  
4.31 AC.

C.G. HERBRUCK  
3.87 AC.

BOARD OF  
EDUCATION  
2.10 AC.

EATON

PARLINGTON

MIDVALE

ANNA T. ROBERTS  
(7031)

W 31-11-8

# Know all Men by these Presents

That we, JOHN D. HOWINGTON and RUTH A. HOWINGTON, both unmarried  
the Grantors  
who claim title by or through instrument, recorded in Volume 3545, Page 653,  
County Recorder's Office, for the consideration of One Dollar and Other Valuable  
Consideration ----- Dollars (\$ 1.00 & OVC )  
received to our full satisfaction of  
JOHN J. STALICA and MARTHA V. STALICA

the Grantees,  
whose TAX MAILING ADDRESS will be  
do

Give, Grant, Bargain, Sell and Convey unto the said Grantee s, their  
heirs and assigns, the following described premises, situated in the Township of  
Plain, County of Stark and State of Ohio:

Known as and being Lot Number Three Hundred Thirty-one (331) in Avondale Allotment  
No. 2, as the same is recorded in Plat Book 19, Page 52 of the Stark County Plat  
Records.

Subject to:

Easements, Conditions and Restrictions as set forth and contained in deed from  
Avondale Inc. to Mary A. Westrick, recorded in Volume 990, Page 13 of the Stark  
County Deed Records;

Consent is hereby given to the transfer of the within property to  
John J. Stalica and Martha V. Stalica in accordance with the res-  
triction applicable to said property.

June 30, 1978  
Canton, Ohio

Consent is hereby given to the transfer of the within property to  
John J. Stalica and Martha V. Stalica  
in accordance with the restriction applicable to said property.  
Joseph A. Buffo Dr. Thomas S. & Catherine J. Graham  
Owner of Lot Number 332  
1  
ASSOCIATION),

*Anthony P. Epenoff*  
Vice President

By *Anthony P. Epenoff*  
Vice President

TRANSFERRED  
359  
JUN 30 1978  
WILLIAM B. BOWMAN  
STARK COUNTY AUDITOR  
DEPUTY

IN COMPLIANCE  
WITH ORC 319.202  
JUN 30 1978  
WILLIAM B. BOWMAN  
STARK COUNTY AUDITOR  
DEPUTY  
85.00 FEE

08115

be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee s, their heirs and assigns forever.

And we, JOHN D. HOWINGTON and RUTH A. HOWINGTON, both unmarried, the said Grantor s, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee s, their heirs and assigns, that at and until the ensembling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes and assessments which are prorated to the date of delivery of this deed.

and that we will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee s, their heirs and assigns, against all lawful claims and demands whatsoever except as noted above.

-And for valuable consideration

~~we do hereby remise, release and forever quit-claim unto the said Grantee s, their heirs and assigns, all right and expectancy of Power in the above described premises.~~

In Witness Whereof we have hereunto set our hands, the day of \_\_\_\_\_, in the year of our Lord one thousand nine hundred and Seventy-eight

Signed and acknowledged in presence of

*Jo Miller*  
*Audrey J. Webster*

*John D. Howington*  
John D. Howington

*Ruth A. Howington*  
Ruth A. Howington

AUDREY J. WEBSTER, NOTARY PUBLIC  
State of Ohio & Stark County  
My Commission Expires April 18, 1983

State of Ohio }  
Stark County, } ss. Before me, a Notary Public  
the above named } in and for said County and State, personally appeared  
JOHN D. HOWINGTON and RUTH A. HOWINGTON, both unmarried.

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Canton, Ohio this 27<sup>th</sup> day of June, A. D. 1978

This instrument prepared by:  
Fred J. Haupt, Attorney at Law  
526 Citizens Savings Bldg.  
Canton, Ohio 44702

*Audrey J. Webster*  
Notary Public  
AUDREY J. WEBSTER, NOTARY PUBLIC  
State of Ohio & Stark County  
My Commission Expires April 18, 1983

18442



JOHN D. HOWINGTON and  
RUTH A. HOWINGTON,  
both unmarried

TO

JOHN J. STALICA and  
MARTHA V. STALICA ✓

Transferred \_\_\_\_\_ 19 \_\_\_\_\_

COUNTY AUDITOR

State of Ohio

County of STARK

Received for Record on the

day of JUN 30 1978

at 2:30 o'clock P.M.

and Recorded JUL 3 1978

in Page 577

Deed Book 4087

*Renneth E. Mether*  
COUNTY RECORDER.

Recorders fee \$ 5.00

This instrument prepared by

COMPACT

NO. 4087 PAGE 521

53

53

No. 1.

An Abstract of title to lot #331 in Avondale No. 2  
Said addition is laid out on part of the northwest  
and northeast quarter of Section #31, and southwest and southeast  
quarter of Section #30, Township #11, Range #8, Stark County, Ohio.

No. 2.

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

All instruments shown herein, as well as cancel-  
lations of mortgages are regular in form and convey a fee simple  
estate, unless otherwise noted.

No. 3.

We first take up chain of title to that part of  
said addition laid out on part of the southeast quarter of  
Section #30.

No. 4.

James Monroe,  
Pres. of U. S.,  
to

"The heirs of Henry  
Markey deceased."

Patent,  
Dated Aug. 19", 1924  
Rec. May 20", 1925  
Vol. 859, page 262

Grants the southeast quarter of Section #30, Town-  
ship #11, Range #8, of the lands directed to be sold at  
Steubenville.

No. 5.

Henry Markey's  
Estate

1821 May 26", Jacob Funk Admr.  
Aug. 16", Inventory filed.  
1827 Sept. 22", Final account filed,  
Admr. Doc. "A", page 55



No. 6.

Jacob Funk,  
Henry Markley's  
Admr.

1826 Apr. 9", Petition filed, prayer  
of petition granted and  
deed ordered.

Apr. 29", Granted order certified  
App. Doc. "E", page 112  
Rec. Vol. "G", page 517

Petition recites that Jacob Funk is the Admr. of Henry Markley deceased, that on the 15" day of Mch. 1819, said Henry Markley entered into a contract with one Jacob Labenstine, whereby the said Markley agreed on the condition therein stated, to convey to said Jacob Labenstine, on the first day of April 1823, the southeast quarter of Section #30, Township #11, Range #8, in said County, excepting therefrom 40 acres of said quarter section to be taken out of northeast corner of said quarter section in a square form. That said Jacob Labenstine is ready to comply with said contract and has a full right to demand and receive a conveyance of said land.

That said Henry Markley died leaving a son John Markley his heir at law, who is a junior under the age of twenty-one.

Prays for authority to make and execute a deed for said premises.  
Decree:

Finds that the allegations of the petition are true and the Court orders and directs said Jacob Funk as Admr. of Henry Markley deceased, to make and execute a deed for the premises described in the petition to Jacob Labenstine.

No. 7.

Jacob Funk as Admr.  
of the estate of Henry  
Markley, deceased,  
to  
Jacob Livenston.

Admr's Deed,  
Dated & Ack'd. Feb. 10", 1827  
Rec. July 11", 1828  
Vol. "G", page 454

Conveys the southeast quarter of Section #30, Township #11, Range #8, except 40 acres of said quarter section to be taken off of the northeast corner in a square form.

NOTE: Deed recites that the premises were conveyed by virtue of the authority of the court noted in the preceding section.

No. 8.

Jacob Livingstone, and  
Elizabeth, his wife,  
to  
Jacob Hentzel.

Warranty Deed,  
Dated & Ack'd. Feb. 10", 1827  
Rec. Sept. 28", 1827  
Vol. "G", page 120

Conveys the south half of the southeast quarter of Section #30, Township #11, Range #8, containing 80 acres more or less.

No. 9.

Jacob Hentzell, and wife,  
to  
Peter Long, and  
Margaret Barnhart,

Warranty Deed,  
Dated & Ack'd. June 26", 1828  
Rec. June 26", 1828  
Vol. "G", page 439

Conveys part of the southeast quarter of Section  
#30, Township #11, Range #8, Stark County Ohio, beginning for the  
same at the southwest corner of said quarter, thence north 35.4  
rods to a post, thence east 105 rods to a post, thence south  
35.4 rods, thence 105 rods to the place of beginning.

No. 10.

Margaret Barnhart was married to Peter Long June 26",  
1828.

Marriage Rec. "A", page 157

No. 11.

Peter Long, and  
Margaret, his wife,  
to  
John Keefer,

Warranty Deed,  
Dated & Ack'd. Mch. 26", 1829  
Rec. Apr. 4", 1829  
Vol. "H", page 188

Conveys part of the southeast quarter of Section  
#30, Township #11, Range #8, beginning for the same at a post on  
the west line of said quarter 25 rods north from the southwest  
corner of said quarter, and running thence north 10 rods to a  
post, thence east 66 rods to a post, thence south 10 rods to a  
post, thence west 66 rods to the place of beginning, containing  
4.12 acres.

NOTE: This is the south part of the premises hereby  
abstracted.

No. 12.

Jacob Hentzell and wife,  
to  
George Long,

Warranty Deed,  
Dated & Ack'd. July 11", 1828  
Rec. July 14", 1828  
Vol. "G", page 459

Conveys part of the southeast quarter of Section #30,  
Township #11, Range #8, Stark County, beginning for the same at a  
post on the southwest corner of said lot, thence west 66 rods to  
a post, thence north 43.1 rods, thence 49.2 rods east to a post,  
thence west 16.8 rods, thence south 16.8 rods to a post on the  
south line, thence south west 26.3 feet to the place of beginning,  
containing 16 acres.

No. 13.

There is no deed for the premises described at  
section #12 above from George Long or back to Jacob Hentzell on  
record in Stark County Ohio.

No. 14.

Jacob Hentzell and wife,  
to  
John Keefer,  
Warranty Deed,  
Dated & Ack'd. Feb. 28", 1829  
Rec. May 30", 1829  
Vol. "H", page 262

Beginning for the same at a post on the west boundary of the southeast quarter of Section #30, Township #11, Range #8, 35 rods north of the southwest corner of said quarter, and running thence north 43.1 rods to a post, thence east 49.2 rods to a post, thence south 16.8 rods to a post, thence east 16.8 rods to a post, thence south 26.3 rods to a post, thence west 66 rods to the place of beginning, containing 16 acres of land.

NOTE: This tract lies north of and adjoining the 4.12 acre tract described at section #11 above.

No. 15.

John Keffer and wife,  
to  
Jacob Zumstein,  
Warranty Deed,  
Dated & Ack'd. Aug. 15", 1832  
Rec. Aug. 20", 1832  
Vol. "J", page 485.

Conveys the 4.12 acre tract described at section #11 above, and the 16 acre tract described at section #14 above.

No. 16.

Jacob Levingstone and wife,  
to  
George Long,  
Warranty Deed,  
Dated & Ack'd. July 11", 1828  
Rec. July 14", 1828  
Vol. "G", page 460

Conveys part of the southeast quarter of Section #30, Township #11, Range #8, Stark County Ohio, beginning for the same 80 rods from the corner where Wm. Hill, John Rice and Frederick Shaffer's lands join in corner, from thence 80 rods north to the corner post, thence east 46 rods to a post, thence south 80 rods to a post, thence west 46 rods to the place of beginning, containing 23 acres more or less.

No. 17.

George Long and wife,  
to  
Jacob Zumstein,  
Warranty Deed,  
Dated & Ack'd. Sept. 5", 1832  
Rec. Sept. 7", 1832  
Vol. "J", page 522

Conveys premises as described at section #16 above.

No. 18.

Jacob Zumstein and wife,  
to  
Henry Grosenbaugher,  
Warranty Deed,  
Dated & Ack'd. July 29", 1837  
Rec. Sept. 23", 1837  
Vol. "S", page 248

Conveys the 4.12 acres described at section #11 above, and the 16 acre tract described at section #14 above, and the 23 acre tract described at section #16 above.

No. 19.

Jacob Levenstine, and wife,  
to  
Thomas C. Brandon, and  
Peter H. Brandon,  
Warranty Deed,  
Dated & Ack'd. Mch. 27", 1832  
Rec. Aug. 7", 1832  
Vol. "J", page 445

Conveys part of the southeast quarter of Section #30, Township #11, Range #8, Stark County Ohio, beginning at the southwest corner of a 40 acre lot of the same quarter, belonging to Henry Markey heirs, from thence north 80 rods to a post, thence west 34 rods and 10 links to a post, thence south 80 rods to a post, thence east 3 rods, 2 links to a post, thence south 16 rods and 8 links to a post, thence east 16 rods and 8 links to a post, thence north 16 rods and 8 links to a post, thence east 15 rods to the place of beginning, containing 20 acres more or less.

No. 20.

The south end of the 20 acres conveyed by the deed noted at section #19 above, is in the south half of said quarter section, the south half of said quarter was conveyed by Jacob Livingstone to Jacob Hentzell Feb. 10", 1827, see deed at section #8 above, and there is no deed from Jacob Hentzell or back to Jacob Levenstone.

No. 21.

Peter H. Brandon and wife,  
Thomas Brandon and wife,  
to  
Henry Grossenbacher,  
Warranty Deed,  
Dated & Ack'd. Dec. 18", 1837  
Rec. Mch. 14", 1838  
Vol. "T", page 35

Conveys the 20 acre tract described at section #19 above.

NOTE: The name of one of the grantors is written "Thomas C. Brandon" in body of deed, and acknowledgment, but he signed as above.

No. 22.

Henry Grossabacher's  
Will,

Dated Nov. 4", 1856  
Probated Feb. 5", 1861  
Will Rec. "C", page 420

Gives to his wife, Maria Elizabeth such an interest  
in his estate as the law directs.

Gives to his sons Jacob and Frederick \$400, or  
\$500 each more than his other heirs, and after this sum has been  
paid to them, the balance of his estate to be equally divided  
among all his children, or heirs to wit: Jacob, Frederick,  
Henry and William.

Peter Herbruck named as Executor.

No. 23.

Henry Grossenbaugher's  
Estate,

1861 Feb. 8", Henry Grossenbaugher and  
Jacob Grossenbaugher  
Adms.

Bond filed and letters  
issued. \* \* \* \*

1864 May 7", Final account filed,  
Admr. Doc. "D", page 389

No. 24.

Henry Grossenbaugher Jr's  
Estate,

1862 Oct. 18", Geo. S. Leininger Admr.  
Bond filed and letters  
issued. \* \* \* \* \*

1864 Sept. 19", Final account filed,  
Admr. Doc. "D", page 449

No. 25.

Chas. H. E. Grossenbaugher's  
Guardian,

1862 Dec. 19", Jacob C. Trump Gdn.  
Bond filed and letters  
issued.

1865 Nov. 20", Final account filed,  
Guard. Doc. "D", page 14

No. 26.

Maria C. Grossenbaugher's  
Guardian,

1862 Dec. 19", Jacob C. Trump Gdn.  
Bond filed and letters  
issued.

1865 Nov. 20", Final account filed,  
Guard. Doc. "D", page 14

Jacob Grossenbaugher, William Grossenbaugher, Maria C. Grossenbaugher, Chas. H.E. Grossenbaugher,	In Common Pleas Court, 1863 May 30",	Petition filed, Answer of Frederick Grossenbaugher filed,
vs Frederick Grossenbaugher, Mary A. Grossenbaugher, and Ann E. Grossenbaugher,	1863 June 10",	Answer of Mary A. Gross- enbaugher filed, Answer of Ann E. Grossen- baugher filed.
	1863 June 10",	Partition ordered, Writ issued.
	June 12",	Writ returned and election confirmed.
	App. Doc. "J2",	page 84
	Rec.	page

We can find no final record of this case.

We find a part of the pleadings on file with papers of Oct. Term 1863, and from these we learn that this was an action for partition of the premises in question, and other premises.

The petition we do not find with the papers, we find a waiver of process by Frederick Grossenbaugher, but his answer is not with the papers.

Mary A. Grossenbaugher, widow of Henry Grossenbaugher, waived the issuing of service of process, and waived the assignment of dower by metes and bounds and asked that the value of her dower be assigned to her in money.

Anna E. Grossenbaugher widow of Henry Grossenbaugher Jr. waived the issuing and service of process, and waived the assignment of dower by metes and bounds, and asked that the value of her dower be assigned to her in money.

The order of partition directs the Sheriff to cause partition to be made of a tract of land which includes the premises in question, in such manner that Jacob Grossenbaugher, William Grossenbaugher, and Frederick Grossenbaugher, may each hold one fourth part thereof, and Maria C. Grossenbaugher, and Charles H.E. Grossenbaugher may each hold one eighth part thereof in severalty.

The Committee appointed to divide said land, reported that it could not be divided without manifest injury, and appraised a tract of land, which includes the premises in question, at \$5662.50

Jacob Grossenbaugher elected to take said premises at the appraised value, said election was confirmed and Sheriff ordered to execute and deliver to him a deed for said premises. Journal "Z", page 528

No. 28.

Daniel Sayler,  
Sheriff of Stark Co.  
to  
Jacob Grossenbaugher,  
Conveys tracts as described at sections #11, 14, 16  
and 19 above. Also 40 acres out of the northeast corner of said  
quarter section.

Sheriff's Deed,  
Dated & Ack'd. June 22", 1863  
Rec. June 23", 1863  
Vol. 81, page 330

No. 29.

Jacob Grossenbaugher and  
Catharine, his wife,  
to  
Elizabeth Janson,  
Same description as above.

Warranty Deed,  
Dated & Ack'd. June 23", 1863  
Rec. June 23", 1863  
Vol. 81, page 331

No. 30.

Elizabeth Janson, and  
August, her husband,  
to  
Augustus Janson Jr.  
Same description as above, excepting a tract which  
does not include premises in question.

Warranty Deed,  
Dated & Ack'd. Jan. 17", 1866  
Rec. Feb. 7", 1866  
Vol. 92, page 173

No. 31.

Augustus Janson Jr.,  
and wife,  
to  
Wendeln Wackerly and  
Joseph Wackerly,  
Conveys premises as described in following section  
with same error of description.

Warranty Deed,  
Dated & Ack'd. Jan. 25", 1868  
Rec. May 1", 1868  
Vol. 99, page 461

No. 32.

Wendelin Wackerly,  
to  
Joseph Wackerly,  
Conveys the undivided half of part of the southeast  
and northeast quarters of Section #30, Township #11, Range #8,  
Stark County Ohio, beginning at the northwest corner of said  
southeast quarter, thence east along the quarter line 20 chains  
and 20 links, thence north 5 chains, thence south 88 1/2 degrees  
east 20 chains and 20 links to the east line of said northeast  
quarter, thence south along the line of said northeast and said  
southeast quarters 25 chains, thence north 88 1/2 degrees east  
24 chains and 25 links, thence south 2 1/2 degrees west 13 chains  
and 50 links, thence north 88 1/2 degrees west 16 chains and  
50 links to the quarter line, thence north along the quarter line  
33 chains and 80 links to the place of beginning, except 20.62  
acres sold to Julius Whiting.

Warranty Deed,  
Dated & Ack'd. Dec. 24", 1873  
Rec. Dec. 24", 1873  
Vol. 128, page 101

No. 33.

Joseph Wackerly, 1899 July 15", Petition filed,  
vs Sept. 16", Affidavit for publica-  
The Unknown heirs of tion filed.  
Peter Mattie deceased, and Oct. 19", Affidavit for publica-  
the unknown heirs of tion filed.  
John Markey deceased, Dec. 16", Title quieted,  
App. Doc. 74, page 13599  
Rec. 134, page 389

This was an action to quiet title to said premises owned by the plaintiff.

NOTICE:

Make by publication for six consecutive weeks.  
Title quieted in Plaintiff.

No. 34.

Joseph Wackerly, Warranty Deed,  
widower, Dated & Ack'd. Apr. 1", 1905  
to Rec. Apr. 4", 1905  
Madison Baughman, Vol. 437, page 400

Conveys part of the southeast and northeast quarters of Section #30, Township #11, of Range #8, Stark County Ohio, bounded as follows; to wit: Beginning at the northwest corner of said southeast quarter, thence east along the quarter line 20 chains and 20 links, thence north 5 chains, thence south 88 1/2 degrees east, 20 chains and 20 links to the east line of said northeast quarter, thence south along the line of said northeast and southeast quarters 25 chains, thence north 88 1/2 degrees west, 24 chains and 25 links, thence south 2 1/2 degrees west, 13 chains and 50 links, thence north 88 1/2 degrees west 16 chains and 50 links to the quarter line, thence north along said quarter line 33 chains and 80 links to the place of beginning, containing 114 37/100 acres, except 20 62/100 acres out of the same sold by Elizabeth and August Janson Sr. to Julius Whiting, the residue of said tract being 93.15 acres more or less. Some error appears in description as noted above.

Plaintiff Township Historical Society



Madison Baughman, vs Joseph Wackerly, Mary Shrader, Magdaline Sheets, Mary Wiler, Powell, Augustus Janson Jr., Catherine Janson, Ella Eckroate, Laura Tisch, Christina DeVille, Oscar Wernet, Florence Cheveraux, Olivia Marks, Rose Shearer, Dora Yant, Caroline Hammond, Victor Wernet, Laura Tisch Guardian of said Victor Wernet a minor and Alice Wernet a minor,	1905 Oct. 19", Petition and praecipe filed. Nov. 11", Summons issued to Summit County. 1905 Nov. 18", Summons returned end: served on all the defendants except Joseph Wackerly, Mary Shrader, Joseph Shrader, Oscar J. Wernet, Augustus Janson Jr., And Laura Tisch. 1906 Feb. 1", Waivers of Joseph Wackerly Mary Shrader, Joseph Shrader, Oscar J. Wernet, Augustus Janson, Jr., Catherine Janson and Laura A. Tisch. 1906 Feb. 2", D.B. Smith guardian ad litem for Victor and Alice Wernet. Answer of Guardian ad litem filed. Trial to Court and title quieted. Costs paid.
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App. Doc. 80, page 17271  
 Rec. page

Petition recites that the plaintiff is the legal owner and in possession of the premises described in section #34 above.

The petition then sets forth the execution of the deeds noted at sections #31 and 32 above, and that by the mutual mistake of the grantors and grantees the word east was used instead of west, but the parties intended to convey the premises described at section #34 above.

That said Wendelin Wackerly died leaving the above named defendants as his heirs at law, except said defendants Augustus Janson Jr. and Catherine Janson.

The prayer of the petition is that the plaintiff be decreed the sole owner of the premises described in the petition, free from any interest therein of any and all of the said defendants, ect.

The decree recites that all of the defendants have been duly served with summons except such as have waived the issuing and service of summons and that the deeds noted at sections #31 and 32 above be corrected and reformed so as to conform to the actual intention of the parties, the Court finding that by the mutual mistake of both parties the word east was used in said deeds instead of west, and that this decree shall have the force and effect of a reformation and correction of said deeds and that the title and possession of said Madison Baughman to said real estate be, and the same hereby are, quieted as against the said defendants and each and every one of them, and all persons claiming under them or any of them and they and each of them are hereby forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of the said Madison Baughman his heirs or assigns thereto.

UC 1

No. 36.

Madison Baughman and  
Anna C., his wife,  
to  
Clarence G. Herbruck,

Warranty Deed,  
Dated & Ack'd. Apr. 1", 1921  
Rec. Apr. 2", 1921  
Vol. 736, page 13  
Same description as at section #34 above.

=====

No. 37.

We now revert to title in Peter Long and wife, for chain of title to another part of said quarter section.

No. 38.

Peter Long and  
Margaret, his wife,  
to  
Christian Gortian,

Warranty Deed,  
Dated & Ack'd. June 11", 1832  
Rec. Aug. 22", 1832  
Vol. "J", page 488

Conveys part of the south half of the southeast quarter of Section #30, Township #11, Range #8, bounded as follows: Beginning at the southwest corner of said quarter section, north 35.4 rods to a post, thence east 105 rods to a post, thence south 35.4 rods to a post, thence west 105 rods to place of beginning, containing 25 acres and 37 perches, except 4 1/4 acres sold to John Keefer by the said Peter Long out of the northwest corner of said tract.

NOTE: Wife releases dower only, the name not appearing in the granting clause. The following appears in the "habendum clause", "And also we, the said Peter Long and Margaret Barnhart, present wife of Peter Long, do for ourselves and heirs, executors and administrators, covenant with the said Christian Gortian, my heirs and assigns, that at and until the ensembling of these presents, we were well seized of the premises, as a good, indefeasible estate in fee simple, etc." and "I, the said Peter Long, do by these presents bind myself and my heirs forever to warrant and defend the above bargained and granted premises, etc."

Plain Township Historical Society

No. 39.

Christian Cordier and  
Mary, his wife,  
to  
Peter Tream,  
Warranty Deed,  
Dated & Ack'd. Apr. 20", 1839  
Rec. July 7", 1839  
Vol. "U", page 514  
Same description as in preceding section.

No. 40.

Peter Tream,  
to  
Isaac Vogelgesang,  
Warranty Deed,  
Dated & Ack'd. Jan. 8", 1858  
Rec. Jan. 13", 1858  
Vol. 69, page 466  
Same description as above.

No. 41.

Isaac Vogelgesang, and  
Appollonia, his wife,  
to  
Louis A. Vogelgesang,  
Warranty Deed,  
Dated & Ack'd. Apr. 14", 1874  
Rec. May 29", 1874  
Vol. 130, page 474  
Same description as above.

No. 42.

Louis A. Vogelgesang,  
widower,  
to  
Isaac W. Vogelgesang, and  
Edith P. Vogelgesang,  
Warranty Deed,  
Dated & Ack'd. Jan. 16", 1913  
Rec. Jan. 16", 1913  
Vol. 545, page 517  
Same description as above, and other premises.

No. 43.

Isaac W. Vogelgesang, and  
Edith P. Vogelgesang,  
his wife,  
to  
Clarence G. Herbruck,  
Warranty Deed,  
Dated & Ack'd. Mch. 30", 1919  
Rec. Apr. 5", 1919  
Vol. 619, page 84  
Same description as above.

No. 44.

We now revert to title in Jacob Hentzell to take up  
chain of title to east part of said Addition.

No. 45.

Jacob Hentzell and wife,  
to  
William Coleman,

Warranty Deed,  
Dated & Ack'd. Apr. 21", 1838  
Rec. Apr. 21", 1838  
Vol. "U", page 87

Conveys part of the southeast quarter of Section #30, Township #11, Range #3, Beginning for the same at the northeast corner of said tract of land, thence west 94 perches 7 links to a corner, thence south 45 perches 17 links to a corner, thence east 40 perches 19 links to a corner, thence south 36 perches to a corner, thence east 56 perches 18 links to a corner, thence north 78 perches 18 links to the place of beginning, containing 40 acres.

No. 46.

George Kuhlman,  
Solomon Kuhlman,  
Leonard E. Stouffer,  
Harriet Stouffer,  
Enos Kuhlman, and  
Eli Kuhlman by  
Jacob H. Trump their  
Guardian,  
Reuben Kuhlman, by  
Charles Martin his  
Guardian,  
Mary Swigart and  
Barbara Swigart, by  
Isaiah Swigart,  
their Guardian,  
vs  
Mary Kuhlman,

Partition,  
1863 Oct. 29", Petition filed,  
Nov. 2", Answer of defendant filed  
Nov. 4", Writ of partition issued  
Nov. 9", Sale ordered,  
Nov. 17", Order of sale issued,  
1864 Feb. 29", Sale confirmed  
App. Doc. "J2", page 155  
Rec, 49, page 25

Petition recites that Plaintiffs are seized of said 40 acre tract of which Wm. Kuhlman died seized and other premises. Prays for partition.

Answer: Mary Kuhlman widow waived the assignment of dower by metes and bounds.

Sale: Premises sold to Julius Whiting for \$9250 being more than 2/3 the appraisement.

Sale confirmed and deed ordered.

No. 47.

Peter Chance, Sheriff  
of Stark County,  
to  
Julius Whiting,

Sheriff's Deed,  
Dated & Ack'd. Mch. 11", 1864  
Rec. Mch. 16", 1864  
Vol. 84, page 38

Conveys said 40 acre tract and other premises. Deed recites that conveyance is made by virtue of proceedings noted above.

No. 48.

Julius Whiting's  
Estate,

1901 May 29", Will probated,  
June 10", Widow elects to take under  
will.  
Admr. Doc. "J", page 190

No. 49.

Julius Whiting's  
Will,

Dated Mch. 31", 1890  
Probated May 29", 1901  
Will Rec. "R", page 259

Wills to his wife Harriet K. Whiting property  
on North Market St. Canton Ohio, in fee. Also one third of the  
net income of his estate during life. Devises to his son Julius  
Whiting Jr. one half of his estate upon death of wife of testator,  
and one half thereof to his daughter Helen F. Whiting married to  
Frederick S. Hartzell.

Appoints his said son Executor.

No. 50.

Said Harriet F. Whiting is now deceased.  
Will Rec. 32, page 254

No. 51.

Helen W. Hartzell's  
Estate,

1901 May 29", Will probated,  
Frederick S. Hartzell  
Exr.  
Bond waived by will.  
Letters issued.  
1918 May 3", Memorandum of settlement  
agreement filed.  
Admr. Doc. "J", page 189

No. 52.

Helen W. Hartzell's  
Will,

Dated Jan. 7", 1899  
Probated May 29", 1901  
Will Rec. "R", page 263

Provides for the division of all her estate,  
equally between her husband Frederick S. Hartzell and her  
son Donald W. Hartzell, upon said son becoming of age.

Appoints her husband Executor.

No. 53.

Julius Whiting Jr.,  
unmarried,  
Frederick S. Hartzell and  
Amy S., his wife,  
Donald W. Hartzell and  
Helen G., his wife,  
being all the heirs of  
Julius Whiting and  
Helen Whiting Hartzell decd.

Warranty Deed,  
Dated & Ack'd. Apr. 1", 1912  
Rec. Apr. 16", 1912  
Vol. 543, page 7

to  
Allison M. Hurst,

Conveys said 40 acre tract and other premises.

No. 54.

Allison M. Hurst and  
Gertrude, his wife,  
to  
Harry H. Ink,

Warranty Deed,  
Dated & Ack'd. Oct. 23", 1914  
Rec. Oct. 24", 1914  
Vol. 564, page 85

Same description as above.

No. 55.

Harry H. Ink and wife,  
to  
Clarence G. Herbruck,

Warranty Deed,  
Dated & Ack'd. Nov. 28", 1923  
Rec. Dec. 17", 1923  
Vol. 814, page 385

Conveys part of the southeast quarter of Section #30, Township #11, Range #8, described as follows: Beginning at a stone monument at the southeast corner of said quarter section, thence north 89 degrees 35' west 950 feet to a stone monument, which said stone monument is 4.35 feet south of the true section line, thence north 0 degrees 8' west along line dividing property of Grantor and grantee herein, a distance of 588.35 feet to an iron pin, thence north 88 degrees 42' west along line dividing property of grantor and grantee herein, a distance of 424.96 feet to a point which is on the east line of a proposed 80 foot boulevard, through the property of grantee herein, which said point is the true place of beginning of the tract herein conveyed, thence in a northerly direction along the east line of said proposed boulevard on a curve bearing to the east, the radius of which is 1114.13 feet and the Delta angle 12 degrees 3' 27" a distance of 234.46 feet to a point, thence continuing on a northerly direction along the east line of said proposed boulevard north 6 degrees 18' west a distance of 402.86 feet to a point, thence continuing in a northerly direction on the east line of said proposed boulevard on a curve bearing to the east, the radius of which is 335 feet and the Delta angle 16 degrees 26' 48" a distance of 96.16 feet to a point, which point is on the line dividing property of grantor and grantee herein, thence north 88 degrees 53' 30" west along said dividing line a distance of 286.56 feet to an iron pin which marks a corner of grantors property, and is in the center of a farm road now existing, thence south 1 degree 8' 30" west along a line dividing property of grantor and grantee herein a distance of 725 feet to an iron pin which marks a corner of grantors property, thence south 88 degrees 42' east along the first mentioned line dividing property of grantor and grantee herein, a distance of 232.54 feet to the place of beginning, and containing 4.10 acres of land.

No. 56.

We now take up chain of title to part of the southwest quarter of said Section #30.

No. 57.

Calvin Coolidge,  
Pres. of U.S.,  
to  
John Rice,

Patent,  
Dated Dec. 3", 1924  
Rec. Dec. 8", 1924  
Vol. 848, page 440

Grants the southwest quarter of Section #30, Township #11, North, Range #8, west of the Ohio River Base and Meridian Ohio.

This patent is granted as and for a patent intended to have been granted and issued on Oct. 7", 1812, but the issuance of which is not sufficiently evidenced by the records of the general land office, or by other obtainable evidence.

No. 58.

A photographic copy of above, is also recorded in Vol. 860, page 66.

No. 59.

John Rice and wife,  
to  
Embara Sebeara,

Warranty Deed,  
Dated & Ack'd. Dec. 18", 1829  
Rec. July 6", 1830  
Vol. "H", page 725

Conveys part of the southwest quarter of Section #30, Township #11, Range #8, beginning at the southeast corner of said quarter, running north 90 perches to a post, thence west 160 perches to a post, thence south 90 perches to the southwest corner of said quarter, thence east 167 perches to the place of beginning, containing 90 acres more or less.

No. 60.

We find no administration of the estate of Embara or Humbert Seabara, whom we assume to be one and the same person.

Plain Township Historical Society

No. 61.

Francis Sabourin,  
vs  
Zavier Sabourin,  
Jacob Sabourin,  
Joseph Sabourin,  
Peter Sabourin,  
John P. Monnin,  
Frances Sabourin,

Partition,  
1841 June 22", Petition filed,  
Sept. 6", Writ issued.  
Sale ordered.  
Nov. 15", Sale approved and  
deed ordered.  
App. Doc. "L", page 563  
Rec. "S", page 38

Recites that plaintiff is seized as one of the heirs of Humbert Sabourin of an undivided 1/8 part of part of the southwest quarter of Section #30, Township #11, Range #8,, Beginning at the southeast corner of said quarter, thence north 180 perches to the northeast corner of said quarter, thence west 72 perches to a post, thence south 83 perches to a post, thence south 81 1/2 degrees west 19.5 perches to a post, thence south 7 1/4 degrees west 24.7 perches, thence north 85 1/2 degrees west 26 perches to a post, thence north 77 1/4 degrees west 46 2/8 perches, thence south 72 perches to the southwest corner of said quarter, thence east 180 perches to the place of beginning, containing 108 acres more or less. That Frances Sabourin as widow of said Humbert Sabourin is entitled to dower and that the other defendants are tenants in common with the plaintiff.

Prays for assignment of dower and partition.

Dower:

Assigned to widow in a tract of 28 acres which does not include premises in question.

Sale:

Commissioners reported that said premises could not be divided without manifest injury and appraised same subject to said dower estate at \$1728.00.

Sheriff reported public sale of said premises to Xavier Sabourin for \$2000

Sale confirmed and deed ordered.

No. 62.

We find no deed from Sheriff to said Xavier Sabourin.

No. 63.

Thomas Patton,  
vs  
Xavier Sabourin,

Covenant,  
1842 Nov. 28", Judgment confesses by  
Warrant of Attorney for  
\$636.00  
Dec. 15", Fi fa issued,  
1843 Apr. 17", Returned, levied on real  
estate.  
App. Doc. "M", page 642  
Rec. "T", page 294

Record shows only judgment entered by warrant of attorney.



No. 64.

John Brandon,  
Sheriff of Stark Co,  
to  
Francis Sabourin,

Sheriff's Deed,  
Dated May 19", 1843  
Rec. July 8", 1844  
Vol. 31, page 384

Conveys the 108 acre tract hereinbefore described.  
Deed recites that by virtue of judgment noted in preceding section  
a sale of said premises was made on Feb. 11", 1843 to said grantee  
and that the same was confirmed at the April term 1843.

No. 65.

Francis Sabarri,  
to  
Xavier Sabarin,

Warranty Deed,  
Dated & Ack'd. July 8", 1844  
Rec. Nov. 7", 1844  
Vol. 32, page 242

NOTE: Conveys said tract of 108 acres.  
Grantor signs as above, but the name appears in  
body of deed as "Saubarin," and in acknowledgment as  
"Sabarrin."  
Deed does not recite that grantor is unmarried.

No. 66.

Xavier Sabourin, and wife,  
to  
John Essig,

Warranty Deed,  
Dated & Ack'd. May 10", 1851  
Rec. May 10", 1851  
Vol. 48, page 181

Same description as above.

No. 67.

John Essig and wife,  
to  
Isaac Vogelgesang,

Warranty Deed,  
Dated & Ack'd. May 1", 1855  
Rec. May 4", 1855  
Vol. 61, page 239

Same description as above except so much of the  
said tract as has been sold to the school district on which the  
school house now stands.

NOTE: Excepted tract includes no part of premises in  
question.

No. 68.

Isaac Vogelgesang,  
and wife,  
to  
Cyrus Young,

Warranty Deed,  
Dated & Ack'd. Apr. 16", 1869  
Rec. June 15", 1869  
Vol. 106, page 265

Conveys part of the southwest quarter of Section #30,  
Township #11, Range #8, Beginning 33 perches 12 links from the  
southeast corner of the aforesaid quarter, thence west 49 perches  
2 links to the school house lot, thence north 27 degrees west  
14 perches, thence west 6 perches 18 links, thence south 12 perches  
12 links, thence west 15 perches 21 links, thence north 27 perches  
18 links, thence north 83 degrees west 55 perches, thence north  
35 perches 6 links, thence south 75 degrees east 48 perches, thence  
south 64 3/4 degrees east 16 perches 18 links, thence north 11 3/4  
degrees east 25 perches 8 links, thence north 84 degrees east 19  
perches 17 links, thence east 38 perches 18 links, thence south 76  
perches 19 links, to the place of beginning, containing 44.73 acres  
more or less.

UC

No. 69.

Cyrus Young and wife,  
to  
William Grossenbacher,  
Warranty Deed,  
Dated & Ack'd. Apr. 4", 1871  
Rec. May 3", 1871  
Vol. 112, page 483  
Conveys the same premises as above described.

No. 70.

William Grosenbaugh and wife,  
to  
Emma Snyder,  
Warranty Deed,  
Dated & Ack'd. Apr. 1", 1905  
Rec. Apr. 14", 1905  
Vol. 437, page 584  
Conveys the same premises as above described.

No. 71.

Emma Snyder, and  
Manias, her husband,  
to  
Clarence G. Herbruck,  
Warranty Deed,  
Dated & Ack'd. Apr. 1 ", 1924  
Rec. June 11", 1924  
Vol. 832, page 563  
Conveys part of the southwest quarter of Section  
#30, Township #11, Range #8, described as follows: Beginning at a  
point on the south line of said quarter 552.42 feet west of the  
southeast corner thereof, said point being also the southeast  
corner of the E. Snyder farm, thence north 85 degrees 30' west  
along the south line of said quarter 804.9 feet to the center  
of the Canton-Canal Fulton Road, as the same is now improved,  
thence north 23 degrees 23' west along the center line of said  
road 554 feet, thence north 75 degrees 27' east 522.2 feet, thence  
north 2 degrees 49' east 600.8 feet to the north line of the  
E. Snyder farm, thence south 85 degrees 25' east along the north  
line of said Snyder farm 550.6 feet to the northeast corner of said  
farm, thence south 2 degrees 49' west along the east line of said  
farm 1257 feet to the place of beginning, containing 21.42 acres.

No. 72.

STATE OF OHIO, )  
STARK COUNTY. ) SS. Copy of Affidavit.

The undersigned, being first duly sworn according  
to law, says that he is the identical person named as grantee in  
a certain deed from Cyrus Young and wife to him, under the name  
of William Grossenbacher, recorded in Vol. 112, page 483 of the  
Stark County Deed Records, and that he is the same person who is  
the grantor under the name of William Grosenbaugh in a certain  
deed to Emma Snyder, recorded in Vol. 437, page 584, of the Stark  
County Deed Records, and that his name is William Grosenbaugh, and  
that his designation as William Grossenbacher was an error.

In Witness Whereof, I hereunto set my hand this 26"  
day of Feb. A.D. 1921.

his  
William X Grosenbaugh,  
mark

Sworn to before me and subscribed in my presence,  
this 26", day of Feb. A.D. 1921.

Niles A. Sponseller,  
Notary Public.

No. 73.

We now revert to title in Isaac Vogelgesang to another part of said quarter section.

No. 74.

Isaac Vogelgesang, and wife,     Warranty Deed,  
  to                   Dated & Ack'd. Apr. 16", 1869  
Lewis Vogelgesang,                   Rec. Nov. 29", 1869  
  Vol. 110, page 29

Conveys part of the southwest quarter of Section #30, Township #11, Range #8, bounded and described as follows: Beginning at the southeast corner of the aforesaid quarter section, thence west 33 perches 12 links, thence north 76 perches 19 links, thence west 38 perches 18 links, thence north 40 perches, thence east 72 perches 5 links, thence south 116 perches 19 links to the place of beginning, containing 34.20 acres more or less.

No. 75.

Deeds noted at sections #42 and 43 above, also convey the 34.20 acre tract.

This brings title to all tracts in Section #30, to name of Clarence G. Herbruck.

No. 76.

We now take up chain of title to part of the northwest quarter of Section #31, Township #11, Range #8.

No. 77.

Calvin Coolidge,                    Patent,  
Pres. of U. S.,                    Dated May 20", 1925  
  to                    Rec. May 25", 1925  
William Hill,                        Vol. 859, page 317

Conveys the northwest quarter of Section #31, Township #11, Range #8, west of the Ohio River Base and Meridian Ohio.

"This patent is granted as and for a patent intended to have been granted and issued on Nov. 24", 1814, but the issuance of which is not sufficiently evidenced by the records of the General Land Office, or by other obtainable evidence."

No. 78.

William Hill and wife,            Warranty Deed,  
  to                    Dated & Ack'd. Dec. 19", 1835  
Frederick Frederick and            Rec. Feb. 16", 1836  
Julius Huvner,                       Vol. "0", page 281

Conveys the northwest quarter of Section #31, Township #11, Range #8, excepting 16 acres and 16 rods sold therefrom and which is described as follows: Beginning at the northwest corner of said quarter and running thence south 92 rods thence east 28 1/2 rods, thence north 92 rods and thence west 28 1/2 rods to the beginning.

Frederick Fredrick and Maria, his wife,  
to  
Julius Huvner,  
Quit Claim Deed,  
Dated & Ack'd. Oct. 10", 1836  
Rec. Oct. 10", 1836  
Vol. "Q", page 44  
Quit claims one half of the northwest quarter of Section #31, Township #11, Range #8, excepting 16 acres and 16 rods heretofore sold off said quarter.

No. 80.

Julius Huvner,  
to  
Andrew Myer,  
Warranty Deed,  
Dated & Ack'd. Apr. 7", 1837  
Rec. Apr. 19", 1837  
Vol. "Q", page 485  
Conveys the northwest quarter of Section #31, Township #11, Range #8, excepting 16 acres and 16 rods heretofore sold and now owned by Susanna Duck.

No. 81.

Andrew Meyer's Will,  
Dated June 24", 1841  
Probated July 4", 1848  
Will Rec. "B", page 454  
Item 4", I give and devise to my son Francis J. Meyer the northwest quarter of Section #31, in Plain Township in said County, and the southwest quarter of the same, it being my intention that he have but a life estate in the same and that on his death should he have any children, the same then to vest in them, but should he die without children, then the same to vest in his brothers and sisters.\*\*\* \*\*

No. 82.

Andrew Meyer's Estate,  
1848 July 4", Joseph Meyers and Andrew Meyers Exrs.  
1848 July 7", Bond filed, letters issued.  
1854 Feb. 4", Final account filed, Admr. Doc. "B", page 281

No. 83.

Jos. A. Meyer, and Caroline L., his wife,  
Caroline Trout and Jos. her husband, and Mary M. Haines and Monroe W., her husband,  
to  
Francis J. Meyer,  
Quit Claim Deed,  
Dated & Ack'd. May 12", 1879  
Rec. May 12", 1879  
Vol. 161, page 30  
Conveys part of the northwest quarter of Section #31, Township #11, Range #8, beginning at a post in the north line of said Section 7 chains 12 1/2 links east of the northwest corner of said section, thence with the north line of said section, south 86 degrees 10' east 34 chains 31 1/2 links to a stone, the same being the northeast corner of said quarter, thence south 3 degrees 6' west 27 chains 54 links to a post, thence north 86 degrees 10' west 41 chains 38 links to a stone in the west line of said Section, thence north 3 degrees east 4 chains 93 links to the southwest corner of said John Holl's 16 acre tract, thence south 86 degrees 10' east 7 chains 12 1/2 links to the southeast corner of said 16 acre tract, thence north 3 degrees east 23 chains to the beginning, containing 98 75 acres of land.

State of Ohio, )  
Stark County, ) SS.

Copy of Affidavit

Margaret T. McDowell, being first duly sworn, says that she resides in the City of Canton Ohio, and is the wife of Attorney Charles S. McDowell, that she is a daughter of Caroline E. Trout, who was a daughter of Francis J. Meyer, and to whom was devised a life estate by Andrew J. Meyer, in the northwest quarter of Section #31, Plain Township, Stark County Ohio, with remainder in fee to the children of said Francis J. Meyer, that said Francis J. Meyer died about the year , leaving two sons, Joseph A. Meyer, and Francis J. Meyer, and two daughters, Mary W. Haines intermarried with Monroe M. Haines and Caroline E. Trout mother of affiant, intermarried with Joseph Trout, as his only heirs at law, and legal representatives. That Francis J. Meyer Jr., was known and commonly called Frank J. Meyer.

Margaret T. McDowell,

Sworn to and subscribed before me this 30" day of December 1913.

Charles A. McDowell, Notary Public.

Frank J. Meyer and  
Catharine, his wife,  
to  
Lewis A. Vogelgesang,

Warranty Deed,  
Dated & Ack'd. Oct. 4", 1895  
Rec. Oct. 17", 1895  
Vol. 331, page 174

Conveys part of the northwest quarter of Section #31, Township #11, Range #8, beginning for the same at a stone on the northeast corner of said quarter section, thence south 4 degrees 40' west along a public road 7.38 chains to an iron pin in the middle of the Canton and Fulton Road, thence north 56 degrees 45' west along the middle of said Fulton Road 8.34 chains to a point, thence north 67 degrees 15' west along the middle of said Fulton Road 12.40 chains to a point on the north line of said Section #31, thence south 85 degrees 50' east along the section line 19.22 chains to the place of beginning, containing 6.12 acres more or less.

Deeds noted at sections #42 and 43 above, also convey said 6.12 acre tract.

We now take up chain of title to part of northeast quarter of Section #31, Township #11, Range #8.

Thomas Jefferson,  
Pres. of U.S.,  
to  
James Campbell,

Patent,  
Dated Apr. 7", 1806  
Photo. Copy May 19", 1925  
Vol. 860, page 65

Grants the northeast quarter of Section #31, Township #11, Range #8, of the lands directed to be sold at Steubenville.

No. 89.

James Campbell,  
to  
William Capes and  
Ann Capes,

Warranty Deed,  
Dated & Ack'd. Oct. 7", 1806  
Rec. Oct. 7", 1806  
Vol. "I", page 283 Columbiana  
County Recorder's Office.

Conveys the northeast quarter of Section #31,  
Township #11, Range #8.

No. 90.

William Capes,  
to  
Wm. Baxter,

Warranty Deed,  
Dated & Ack'd. July 12", 1817  
Rec. Dec. 17", 1817  
Vol. "C", page 488

Conveys part of the northeast quarter of Section  
#31, Township #11, Range #8, Beginning for the same at the north-  
east corner of said quarter section, thence running south along the  
line of said quarter section 100 rods to a post, thence west  
80 rods to a post, thence north 100 rods to the north line of  
said quarter section to a post, thence east 80 rods along the line  
of said quarter to the place of beginning, containing 50 acres,  
more or less.

NOTE: Deed does not recite that grantor is unmarried.

No. 91.

William Capes,  
to  
Moses Andrews his  
son-in-law and  
Ann Capes his daughter,

Warranty Deed,  
Dated & Ack'd. Dec. 12", 1817  
Rec. Dec. 12", 1817  
Vol. "C", page 487

Conveys part of the northeast quarter of Section  
#31, Township #11, Range #8, Beginning at the northwest corner of  
said quarter section, thence east to a stake at or near the center  
of said line, thence south with a line far enough to leave out  
50 acres off the northeast corner of said quarter section, by  
running a line due east to the east line of said quarter section,  
thence south with said line to the southeast corner of said quarter  
section, thence west to the southwest corner of said quarter  
section, thence north to the place of beginning.

NOTE: Deed does not recite that grantor is unmarried.

No. 92.

Ann A. Capes,  
to  
Moses Andrews,

Quit Claim Deed,  
Dated & Ack'd. Feb. 9", 1818  
Rec. May 4", 1818  
Vol. "C", page 555

Conveys the undivided one half of premises described  
in preceding section.

No. 93.

William Baxter,  
to  
Moses Andres,

Warranty Deed,  
Dated & Ack'd. Oct. 13", 1819  
Rec. Oct. 15", 1819  
Vol. "D", page 240

Conveys part of the northeast quarter of Section #31, Township #11, Range #8, Beginning at a post 60 perches west of the northeast corner of said quarter section, and on the north line of said quarter section, thence west with line 20 perches to a post, thence south 54 perches to a post, thence north 20 1/4 degrees east to the beginning, containing 3.415 acres.

NOTE: Deed does not recite that grantor is unmarried.

No. 94.

William Baxter,  
to  
Moses Andrews,

Warranty Deed,  
Dated & Ack'd. Apr. 12", 1820  
Rec. Sept. 9", 1831  
Vol. "I", page 451

Recites the purchase of said 50 acre tract above described and conveys a part thereof described as follows: Beginning at a post on the west line of said tract 38 rods north from the southwest corner of said tract, thence south with the said line to the southwest corner of said tract to a post, thence east with the south line of said tract 76 rods to a post and thence by a straight line to the place of beginning, containing 9 acres.

NOTE: Deed does not recite that grantor is unmarried.

No. 95.

William Baxter and wife,  
to  
Moses Andrews,

Warranty Deed,  
Dated & Ack'd. Apr. 6", 1820  
Rec. May 4", 1820  
Vol. "D", page 347

Conveys the whole of said 50 acre tract above described.

No. 96.

Ann Capes was married to David Langley on July 1", 1818.  
Marriage Rec. "A", page 34.

No. 97.

Ann Langley, and  
David, her husband,  
to  
Moses Andrews,

Quit Claim Deed,  
Dated & Ack'd. Apr. 27", 1820  
Rec. May 4", 1820  
Vol. "D", page 345

Quit claims all interest in said 50 acre tract.

Moses Andrews and  
Patience, his wife,  
to  
Henry Markey,

Warranty Deed,  
Dated & Ack'd. May 11", 1820  
Rec. June 24", 1820  
Vol. "D", page 374

Conveys part of the northeast quarter of Section #31,  
Township #11, Range #8, Stark County Ohio, beginning for said  
parcel of land at the northeast corner of said quarter section,  
thence west by the line of said quarter section 59 1/2 rods to a  
post, thence south 20 1/2 degrees west 57 1/2 rods to a post,  
thence south 8 rods to a post, thence south 64 degrees east 84 9/10  
rods to a post, thence east 4 rods to a post on the east line of  
said quarter, thence north by the said line to the place of begin-  
ning, containing 37 1/2 acres more or less.

No. 99.

Henry Markey's  
Estate,

1821 May 20", Letters of Admr. to  
Jacob Funk,  
Aug. 16", Inventory filed,  
1827 Sept. 22", Final settlement made  
Admr. Doc. "A", page 55

No. 100.

John Markey,  
to  
Peter Tream,

Warranty Deed,  
Dated & Ack'd. July 30", 1841  
Rec. Aug. 2", 1841  
Vol. "Z", page 444

Conveys the 37 1/2 acre tract above described "except  
12 feet square in said tract as a burial ground, reference had  
will more fully appear."

NOTE: Deed does not recite that grantor is unmarried.

=====

No. 101.

M. Andrews and  
Patience, his wife,  
to  
John Sterling,

Warranty Deed,  
Dated & Ack'd. Aug. 7", 1821  
Rec. Sept. 9", 1831  
Vol. "I", page 452

Conveys part of the northeast quarter of Section #31,  
Township #11, Range #8, bounded as follows: Beginning at a post  
in the east line of said quarter section 100 rods south from the  
northeast corner of said quarter section, thence west 3 rods to a  
post, thence west 26 degrees north 85 rods to a post, thence north  
8 rods to a post, thence north 20 1/2 degrees east 68 rods to a  
post on the north line of said quarter section, thence west along  
the said line to the northwest corner of said section, thence south  
by the west line of said quarter to the southwest corner of said  
quarter, thence east by the south line of said quarter to the south-  
east corner of said quarter, thence by the line of said quarter  
north to the place of beginning, containing 125 acres.

NOTE: The name of the grantor appears in the body of the  
deed and acknowledgment as "Moses Andrews", but he  
signed as above.



No. 102.

John Sterling and  
Elizabeth, his wife,  
to  
Frederick Shafer,  
Same description as above.

Warranty Deed,  
Dated & Ack'd. Oct. 5", 1821  
Rec. Sept. 9", 1831  
Vol. "I", page 453

No. 103.

Frederick Shafer and  
Catherine, his wife,  
to  
Peter Treame,  
Same description as above, except the following is  
omitted "southwest corner of said quarter, thence east by the  
south line."

Warranty Deed,  
Dated & Ack'd. Sept. 9", 1831  
Rec. Sept. 9", 1831  
Vol. "I", page 453

No. 104.

This brings title to the northeast quarter of  
Section #31, Township #11, Range #8, down to name of Peter Treame.

No. 105.

Peter Treame  
to  
Louis Treame,

Warranty Deed,  
Dated & Ack'd. June 20", 1843  
Rec. June 1", 1846  
Vol. 36, page 66

Conveys part of the northeast quarter of Section #31,  
Township #11, Range #8, beginning for the same 2 chains 50 links  
south from the northeast corner of said section at a post, thence  
south along the section line 18 chains and 90 links to a post,  
thence west 41 chains and 33 links to a post, thence north 19  
chains to a post, thence east 41 chains and 3 links to the place  
of beginning, containing 78.32 acres to be charged with the pay-  
ments of \$996.00 in ten equal annual installments, without interest  
to Margaret Triem and Catherine Triem.

"Received full sum of \$996.00 mentioned in the deed  
for Margaret and Catherine Triem,

Peter Triem, Apr. 7", 1852."

NOTE: Deed does not recite that grantor is unmarried.  
Grantor signs in German.

No. 106.

Louis Triem and wife,  
to  
Isaac Vogelgesang,

Warranty Deed,  
Dated & Ack'd. Jan. 10", 1852  
Rec. Apr. 1", 1852  
Vol. 51, page 5

Same description as above, except one distance is  
given as 41 chains and 33 links instead of 41 chains and 3 links.

Peter Tream,  
to  
Isaac Vogelgesang,

Warranty Deed,  
Dated & Ack'd. July 8", 1858  
Rec. July 13", 1858  
Vol. 69, page 446

Conveys part of the northeast quarter of Section #31, Township #11, Range #6, beginning for the same at the northeast corner of said quarter, thence west along the quarter line to the northwest corner of said quarter, thence south 10 rods to a post, thence east 160 rods to the east line of said quarter, thence north to the place of beginning, containing 10 acres.

NOTE: Grantor signs in German.

No. 108.

Isaac Vogelgesang's  
Estate,

1876 Sept. 20", Will filed,  
Widow elects under the  
will. Declination of  
widow filed,  
Lewis A. Vogelgesang  
and Cyrus Young Admr.  
with will annexed.

Bond filed, letters  
issued

1877 Jan. 6", Inventory filed,  
Nov. 18", Agreement of heirs filed  
in Vol. 34, page 96

1878 Dec. 27", First account filed,  
1881 July 25", New bond of \$2500 filed  
1882 May 18", Final account filed,  
Admr. Doc. "F", page 48

No. 109.

We the undersigned heirs at law of Isaac Vogelgesang deceased, do hereby consent and agree that Lewis A. Vogelgesang and Cyrus Young shall take charge of all the real estate of said deceased, rent and manage the same, pay taxes and make repairs, and the net proceeds of said real estate to pay to Mary A. Vogelgesang, widow of said deceased, during her natural life.  
Canton Ohio, Sept. 20", 1876.

I. J. Vogelgesang,  
Philip Vogelgesang,  
Louisa Young,  
Mary E. Kesper,  
Catherine Ditzler,  
Magdeline Haupfurer,  
Lewis A. Vogelgesang,  
Jacob Vogelgesang,

Recorded in Admr. Rec. 34, page 96 Stark County  
Probate Office.

No. 110.

Isaac Vogelgesang's  
Will,

Dated Mar. 9", 1871  
Probated Sept. 20", 1876  
Will Rec. Vol. "E", page 220

Wills \$200 to the Evangelical Association Canton Ohio, \$200 to Missionary Society of said Association and \$600 to Orphans Home at Flat Rock Ohio.

Item 4", It is my will that after my death, my wife, Mary Abalonia Vogelgesang, shall have the power to manage or dispose of my property as she and - select number of my sons or sons-in-law may agree and see proper to do, and my wife shall have the power to select a number from among my sons and sons-in-law who shall aid her in the management or disposition of my property.

NOTE: The accounts filed by the Admrs. show the payment of the above specific legacies amounting to \$1000.00.

No. 111.

Louis A. Vogelgesang, and  
Agnes, his wife,  
Louisa Young, and  
Cyrus Young, her husband,  
Philip Vogelgesang, and  
Mary A., his wife,  
Lizzie Kesper and  
Conrad Kesper, her husband,  
Emma A. Vogelgesang,  
Isaac J. Vogelgesang and  
Deliah A., his wife,  
Catherine Ditzler and  
John Ditzler her husband,  
Jacob Vogelgesang and  
Mary, his wife,  
Magdalena Triem, and  
Daniel Triem, her husband,  
to  
Lewis A. Vogelgesang, and  
Cyrus Young,

Power of Attorney,  
Dated & Ack'd. Mar. 10", 1882  
Rec. Aug. 4", 1883  
Vol. 197, page 508

Constitutes and appoints grantees, true and lawful Attorneys for us, and in our names, places and upon such terms of credit as to him shall seem proper and deeds in fee simple to execute, acknowledge and deliver, in our names, and behalf, to purchase for all and singular our right, title and interest in and to the lands, tenements and hereditaments, situate in the County of Stark, and State of Ohio, and to which we have title by descent as heirs at law, and legal representatives of Isaac Vogelgesang late of Stark County Ohio, deceased. \* \* \* \* \*

Plain Township Historical Society

No. 112.

Philip Vogelgesang and  
Mary A., his wife,  
Lizzie M. Kesper and  
Conrad Kesper her husband,  
Isaac J. Vogelgesang and  
Delila, his wife,  
Catharine Ditzler and  
John Ditzler her husband,  
Jacob Vogelgesang and  
Mary, his wife,  
Magdalena Triem and  
Daniel Triem her husband,  
and Emma Vogelgesang by  
Lewis A. Vogelgesang and  
Cyrus Young their attorneys  
in fact,  
Lewis A. Vogelgesang and  
Agnes his wife, and  
Louisa Young and  
Cyrus Young, her husband,  
to  
John Lahm.

Quit Claim Deed,  
Dated & Ack'd. Apr. 29", 1882  
Rec. May 13", 1882  
Vol. 187, page 264

Conveys part of the northeast quarter of Section #31, Township #11, Range #8, commencing 25 links south of the northwest corner of said quarter section, thence south 87 degrees east 20 chains and 57 links, thence south 3 degrees west 21 chains 12 links thence north 87 degrees west 20 chains and 57 links, thence north 3 degrees east 21 chains and 12 links to the beginning, containing 43.46 acres of land.

The deed recites that it is the intention to convey to said John Lahm, his heirs and assigns, all the right, title and interest which the same grantors have or ought to have as all and the only heirs, legatees and legal representatives of Isaac Vogelgesang deceased.

No. 113.

John Lahm,  
to  
Conrad Kesper,

General Warranty Deed,  
Dated & Ack'd. Apr. 29", 1882  
Rec. May 20", 1882

Same description as above.

NOTE:

Deed does not recite that grantor is unmarried.

No. 114.

Conrad Kesper and  
Elizabeth, his wife,  
to  
Thomas T. McCarty,

Warranty Deed,  
Dated & Ack'd. Apr. 1", 1894  
Rec. Apr. 1", 1894  
Vol. 421, page 149

Conveys part of the northeast and part of the northwest quarter of Section #31, Township #11, Range #8, (Plain township) beginning at an iron pin where the east line of said north-

west quarter section crosses the middle of the Canton and Fulton Road, said point being also 7.38 chains south from a stone at the north-east corner of the northwest quarter of said Section, thence north 56 degrees 45' west along the middle of the Canton and Fulton Road 8.34 chains, thence north 67 degrees 15' west along the middle of said road 12.40 chains to a point in the north line of said section, thence north 85 degrees 30' west along the section line 6.79 chains to a stone, being the northeast corner of a tract of land deeded by Francis J. Meyer and wife to Julian Boron dated Oct. 1", 1894, thence south 16 degrees east along the east line of said Boron's land 29.70 chains to a stone on the southeast corner of said Boron's land, thence south 86 degrees 30' east along the north line of Caroline Trout's land 15.50 chains to a stake on the east line of said quarter section, thence north 4 degrees and 40' east 6.09 chains, thence south 87 degrees east parallel with the south line of said section 20.57 chains, thence north 3 degrees east parallel with the west line of said northeast quarter 21.12 chains to a point 25 links south of the north line of said quarter section, thence north 87 degrees west 20.57 chains to a point in the west line of said northeast quarter 25 links south of the northwest corner of the same, and thence south with the west line of said northeast quarter to the beginning, containing 94.78 acres of land.

No. 115.

Thomas T. McCarty's  
Will,

Will dated Dec. 27", 1898  
Will Probated June 19", 1909  
Will Rec. "Y", page 131

Item 1", I desire that all of my just debts and charges be paid out of my estate.

Item 2", I give, devise and bequeath to my beloved wife Phoebe S. McCarty and to my step daughter Lillian B. McLoughlin share and share alike all the balance of my property, real and personal of every kind and character to them and to their heirs and assigns forever.

Item 3", If either my said wife, or step daughter should not survive me, then and in that event, it is my will that the whole of my said property (left after paying my said debts and charges) shall go to the survivors of them, her heirs and assigns forever.

Item 4", Nominates his wife, executrix and if she does not survive him, his step-daughter, without bond.

C O D I C I L

Dated Dec. 28", 1904

I hereby give, devise and bequeath to my said wife Phoebe S. McCarty and my step daughter Lilly B. McLaughlin the farm situated in Plain Township, Stark County Ohio, and containing about 95 acres of land, which was purchased by me from Conrad Kesper on or about Apr. 1", 1904, said farm to belong to my said wife and step daughter share and sare alike to them, their heirs and assigns forever, and if one should die before the other, then said farm to go to the survivor of them, theirs heirs and assigns forever.

No. 116.

Thomas T. McCarty's  
Estate,

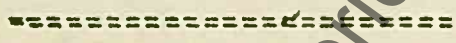
1909 July 3", Will probated,  
1909 July 3", Citation to widow issued,  
1909 Aug. 3", Application filed,  
1909 Aug. 3", Phoebe S. McCarty Exrx.  
Bond waived by will  
Letters issued.  
1909 Aug. 27", Proof of publication  
filed,  
1910 June 4", Widow in open court elects  
to take under will.  
1911 Feb. 5", Affidavit in final  
settlement filed.  
Costs paid.  
Admr. Doc. "L", page 299

No. 117.

Phoebe S. McCarty, widow,  
Lillian B. McLaughlin,  
unmarried,  
to  
Clarence G. Herbruck,

Warranty Deed,  
Dated & Ack'd. Apr. 2", 1917  
Rec. Apr. 9", 1917  
Vol. 614, page 192

Conveys the 94.78 acre tract above described.



No. 118.

Philip Vogelgesang and  
Mary A., his wife,  
Lizzie M. Kesper, and  
Conrad Kesper, her husband,  
Isaac J. Vogelgesang and  
Delila, his wife,  
Catherine Ditzler and  
John, her husband,  
Jacob Vogelgesang and  
Mary, his wife,  
Magdalena Triem and  
Daniel, her husband,  
and Emma A. Vogelgesang,  
By Lewis A. Vogelgesang and  
Cyrus Young, their  
attorneys in fact and  
Lewis A. Vogelgesang and  
Agnes, his wife, and  
Louisa Young and  
Cyrus Young, her husband,  
to

Deed,  
Dated & Ack'd. Apr. 29", 1882  
Rec. May 20", 1882  
Vol. 185, page 532

John Lahm,

Conveys part of the northeast quarter of Section #31,  
Township #11, Range #8, commencing for said part at the northeast  
corner of said quarter, thence south 3 degrees west 21 chains 37  
links, thence north 87 degrees west 20 chains 34 links, thence north  
3 degrees east 21 chains 37 links, thence south 87 degrees east 20  
chains 34 links to the place of beginning, containing 43.46 acres.

Deed recites that it is the intention to convey all  
the right, title and interest which the grantors have as all and the  
only heirs, legatees and legal representatives of Isaac Vogelgesang  
deceased.

UC 32

No. 119.

John Lahm,  
to  
Lewis J. Vogelgesang,

Warranty Deed,  
Dated & Ack'd. Apr. 24", 1882  
Rec. May 13", 1882  
Vol. 187, page 266

NOTE: Same description as in preceding section.  
The name on the back of the deed appears as  
Lewis A. Vogelgesang, but in the body of the deed  
it appears as Lewis J. Vogelgesang. There was  
evidently a mistake made in copying this deed on the record as the  
Abstracter is reliably informed of the facts set forth herein.

No. 120.

Deeds noted at sections 42 and 43 above, also convey  
said 43.46 acre tract.

Plain Township Historical Society

Glarence G. Heubrock  
vs

Equity

1925 Feb. 18", Petition filed,  
Summons issued,  
Affidavit for publication  
filed.  
Publication ordered  
1925 Feb. 28", Summons returned served,  
Mch. 4", Summons returned served,  
Apr. 15", Affidavit of publication  
filed.  
Apr. 28", Decree quieting title,  
App. Doc. 124, page 43459  
Rec. 271, page 503

Xavier Saborin,  
the unknown heirs,  
assigns and devisees of  
Xavier Saborin, deceased,  
John Markley, the unknown  
heirs, assigns and devisees  
of John Markley deceased,  
the unknown heirs, assigns  
and devisees of  
Jacob Lavenstine decd.  
the unknown heirs,  
assigns and devisees  
of Jacob Livenston decd.  
the unknown heirs, assigns  
and devisees of Margaret  
Long deceased, the unknown  
heirs, assigns and devisees of Christian  
Gortian deceased,  
the unknown heirs, assigns  
and devisees of James Campbell decd.,  
the unknown heirs, assigns  
and devisees of Ann Capes deceased,  
the unknown heirs, assigns  
and devisees of Ann Capes Langley  
deceased,  
the unknown heirs, assigns  
and devisees of Ann Capes deceased,  
the unknown heirs, assigns and devisees of Frederick Shafer deceased,  
Mary Abalouia Vogelgesang, Lewis A. Vogelgesang, the unknown  
heirs, assigns and devisees of Lewis A. Vogelgesang deceased,  
Alexander Gernier, the unknown heirs, assigns and devisees of  
Alexander Gernier deceased, Peter Francis Pierson, the unknown  
heirs, assigns and devisees of Peter Francis Pierson, deceased,  
Julia Ann Bowman, the unknown heirs, assigns and devisees of  
Julia Ann Bowman deceased, Elizabeth Werstler, the unknown heirs,  
assigns and devisees of Elizabeth Werstler deceased, Susanna  
Hershey, the unknown heirs, assigns and devisees of Susanna  
Hersbey deceased, Catherine Kile, the unknown heirs, assigns  
and devisees of Catherine Kile deceased, Sarah Essig, the unknown  
heirs, assigns and devisees of Sarah Essig deceased, Polly Neff,  
the unknown heirs, assigns and devisees of Polly Neff deceased,  
John Essig, the unknown heirs, assigns and devisees of John Essig  
deceased, Margaret Tream, the unknown heirs, assigns and devisees of  
Margaret Tream, deceased, the unknown heirs, assigns and devisees  
of Catharine Tream deceased, Catharine M. McBride, the unknown  
heirs, assigns and devisees of Catharine M. McBride deceased,  
William W. Reed, the unknown heirs, assigns and devisees of  
William W. Reed deceased, the unknown heirs, assigns and devisees  
of George Long deceased, the unknown heirs, assigns and devisees  
of Jacob Hentzell deceased, the unknown heirs, assigns and devisees  
of John Markey deceased, the unknown heirs, assigns and devisees  
of Magdalene Bohn deceased, the unknown heirs, assigns and devisees  
of Frederick Frederick deceased, the unknown heirs, assigns and  
devisees of Andrew Meyer deceased, the unknown heirs, assigns and  
devisees of Aleva Patton deceased, the unknown heirs, assigns and  
devisees of Elizabeth Cassily deceased, the unknown heirs, assigns  
and devisees of Joseph Meyer deceased, Joseph A. Meyer, the unknown  
heirs, assigns and devisees of Joseph A. Meyer deceased, Caroline  
Trout, the unknown heirs, assigns and devisees of Caroline Trout  
deceased, Mary M. Haines, the unknown heirs assigns and devisees  
of Mary M. Haines deceased, Francis J. Meyer, the unknown heirs,



heirs, assigns and devisees of Francis J. Meyer deceased, the unknown heirs, assigns and devisees of Peter Tream deceased, the unknown heirs, assigns and devisees of Louis Tream deceased, the unknown heirs, assigns and devisees of John Rice deceased, the unknown heirs, assigns and devisees of Mary E. Kautzer deceased, the unknown heirs, assigns and devisees of Thiobald Kautzer deceased, the unknown heirs, assigns and devisees of Barbary Kautzer deceased, the unknown heirs, assigns and devisees of Jacob Kautzer deceased, the unknown heirs, assigns and devisees of John Buckius deceased, the unknown heirs, assigns and devisees of Francis Sabourin deceased, the unknown heirs, assigns and devisees of Valentine Buckius deceased, George Wise, the unknown heirs, assigns and devisees of George Wise deceased, Cyrus Young, the unknown heirs, assigns and devisees of Cyrus Young deceased, The Massillon Rolling Mill Company, a corporation, Mary D. Upham, the unknown heirs, assigns and devisees of Mary D. Upham deceased, Mary Weiler Paul, the unknown heirs, assigns and devisees of Mary Weiler Paul deceased, John G. Warwick, the unknown heirs, assigns and devisees of John G. Warwick deceased, Reinhart Keller, the unknown heirs, assigns and devisees of Reinhart Keller deceased, The East Ohio Gas Company, a corporation, the unknown heirs of Robert Goulding deceased, the unknown heirs, assigns and devisees of Michael Denboyer Jr. deceased, the unknown heirs, assigns and devisees of George Labongood deceased, the unknown heirs, assigns and devisees of John R. Wacherer deceased, Mary Herman, the unknown heirs, assigns and devisees of Mary Herman, deceased, the unknown heirs, assigns and devisees of Jacob Bidecoffer, deceased, the unknown heirs, assigns and devisees of Thomas S. Webb deceased, the unknown heirs, assigns and devisees of Lydia Ann Feller deceased, Sebastian Schirber, the unknown heirs, assigns and devisees of Sebastian Schirber deceased, the unknown heirs, assigns and devisees of George Maconterfer deceased, the unknown heirs, assigns and devisees of George Werts deceased, the unknown heirs, assigns and devisees of Jacob Huffman deceased, the unknown heirs, assigns and devisees of David Rohrer, deceased, John M. Barnett, and the unknown heirs, assigns and devisees of John M. Barnett deceased, Orvin F. Vogelgesang, Middlebranch Road, Charles W. Vogelgesang, 505 Broad Ave. N.W., Canton, Ohio, Alfred Vogelgesang, Luisa Cramer, Greensburg-McDonaldsville Road, Emma Arnold, 210 3" St. S.W. Canton, Ohio, Elmer Vogelgesang, 694 E. 118" St. Cleveland Ohio, Homer Vogelgesang, 914 8" St. N.E. Canton Ohio, Isaac J. Vogelgesang, 1414 Strubble Ave. N.E. Canton Ohio, Ada E. Kline, 1200 18" St. N.E. Canton Ohio, Cora Slocum, 244 Portland Blvd. W. Portland Oregon, Lily Nagl 455 West Farragut St., Portland Oregon, Mary A. Vogelgesang, 914 8" St. N.E. Canton Ohio, Lizzie M. Kesper 1513 3" St. S.E. Canton Ohio, Elta Forkle, Oak Park, Ill., Catherine Scherer 1310 N. Sierra Pasadena, Calif., Isaac Vogelgesang, Sarah Vogelgesang, Elizabeth Vogelgesang, Bertha Vogelgesang, the unknown heirs, assigns and devisees of Jacob Vogelgesang deceased, Isaac Hauptfuer, Mary Burkhardt, Amelia Bowers, Emma Triem, Winston Mo., Charles Triem Winston Mo., Albert Triem, Winston Mo., Emma Kuhns, Napa Calif., Society of Lutherans and Presbyterians, The Board of Education of Plain Township, Stark County, Ohio, C.B. VanVoorhis Edgefield, A. J. Willaman, North Canton, J. A. Fohl Middlebranch Ohio, T. C. McDowell North Market St. Ext., A. D. Kinsley Middlebranch, Ohio C. W. Frederick, Edgefield.

This was an action to quite title to the various tracts owned by Clarence G. Herbruck as noted herein.

Petition recites that Mary Abalonia Vogelgesang is the widow of Isaac Vogelgesang deceased. That the defendants Orvin F. Vogelgesang, Charles W. Vogelgesang, Edward Vogelgesang, Alfred Vogelgesang, Luisa Cramer and Emma Arnold, together with Isaac W. Vogelgesang, are all the children and heirs at law of Lewis A. Vogelgesang now deceased, that said Louisa Young died leaving surviving her, no husband or children and left her brothers and sisters as her heirs at law, that said defendant Mary A. Vogelgesang is the widow of Philip Vogelgesang deceased, and said defendants Elmer, Homer and Isaac J. Vogelgesang, Ada C. Kline, Cora Slocum and Lily Nagl are the children and heirs at law of said Philip Vogelgesang deceased, that said defendant Elta Forkle is the sole child and heir at law of Isaac J. Vogelgesang deceased, that said defendant Catherine Scherer was formerly Catherine Ditzler, and is a daughter of said Isaac Vogelgesang, that the defendants Isaac, Sarah, Elizabeth and Bertha Vogelgesang are the children of Jacob Vogelgesang deceased, and that the names of the other heirs at law of said Jacob Vogelgesang are unknown, that the defendants Isaac Hauptfuer, Mary Burkhardt, Amelia Bowers, Emma Triem, Charles Triem and Albert Triem are all the children and heirs at law of Magdalena Triem deceased, and that said defendant Emma Kuhns was formerly Emma Vogelgesang a daughter of Isaac Vogelgesang deceased.

Service:

The following defendants were served personally, Irvin F. Vogelgesang, Charles W. Vogelgesang, Edward Vogelgesang, C. B. VanVoorhis, A. D. Kensley, C. Frederick, Emma Arnold, A. J. Williman, J. A. Fohl, T. C. McDowell, Homer Vogelgesang, Isaac J. Vogelgesang, Ada E. Kline, Mary A. Vogelgesang, Lizzie M. Kesper, The East Ohio Gas Co., The Board of Education of Plain Township, Elmer Vogelgesang, and Louisa Cramer.

Publication:

Upon affidavit and order of court all other defendants were notified by publication for six consecutive weeks in The Evening Repository.

Decree:

Court found plaintiff to be seized of said premises and ordered his title quieted as against each and all of said Defendants.

No. 122.

Clarence G. Herbruck and  
Frances, his wife,  
to  
Avondale Inc.

Warranty Deed,  
Dated & Ack'd. Apr. 30", 1925  
Rec. Aug. 31", 1925  
Vol. 880, page 181

Conveys by one continuous description, tract including tracts herein shown in the name of Clarence G. Herbruck, excluding a tract on east side sold to Harry H. Ink and a tract conveyed to the Board of Education, neither of which tracts include any part of premises in question.

No. 123.

Avondale No. 2

Plat,  
Dated Dec. 7", 1926  
Rec. May 2", 1927  
Plat Book 19, page 52

Laid out on premises conveyed by deed noted in preceding section.

Lot #331 fronts 80 feet on west side of Blackburn Rd. and is 76.24 feet wide in rear. North line is 165.52 feet, and south line 167.94 feet.

There is a 60 feet reservation in the front, and a 6 foot reservation for public utilities in the rear.

LIENS

No. 124.

We show mortgages in practically same order as the various chains of title.

No. 125.

Jacob Levenstine,  
to  
Magdalene Bohn,

Mortgage \$50.00  
Dated July 11", 1828  
Vol. "G", page 455  
Canceled.

Cancellation signed "Andrew Rappe, Agent."

No. 126.

Henry Grosenbach,  
to  
Peter Mattie,

Mortgage \$112.23  
Dated Oct. 21", 1839  
Vol. "Y", page 22  
Cancelled.

Cancelled by decree of Court. See section #33 above.

Henry Grosenbaugher,  
to  
Samuel Cossler,  
Mortgage \$220.00  
Dated Mar. 9", 1840  
Vol. "Y", page 118  
Cancelled.

## No. 128.

Henry Grosenbaugher,  
to  
George Deuble,  
Mortgage \$200.00  
Dated Mar. 16", 1841  
Vol. "Y", page 338  
Cancelled.

## No. 129.

Henry Grosenbacher, and  
Mary, his wife,  
to  
John Markey,  
Mortgage \$1000.00  
Dated Nov. 11", 1844  
Vol. 33, page 140  
Canceled.  
Cancelled by decree of Court, see section #33 above.

## No. 130.

Henry Grossenbacher, and  
Mary his wife,  
to  
John Markey,  
Mortgage \$271.62  
Dated May 1", 1845  
Vol. 33, page 214  
Canceled.  
Cancelled by decree of Court, see section #33 above.

## No. 131.

Henry Grossenbacher,  
to  
George Robin,  
Mortgage \$354.00  
Dated Oct. 17", 1859  
Vol. 75, page 28  
Cancelled.

## No. 132.

Henry Grossenbacher,  
to  
George Robin,  
Mortgage \$300.00  
Dated Nov. 7", 1860  
Vol. 75, page 466  
Cancelled.

## No. 133.

Elizabeth Janson, and  
August, her husband,  
to  
Mary A. Grossenbaugher,  
Jacob Grossenbaugher,  
Frederick Grossenbaugher,  
William Grossenbaugher,  
Maria Grossenbaugher,  
Charles H. E. Grossenbaugher,  
Mortgage \$2000.00  
Dated June 23", 1863  
Vol. 80, page 519  
Canceled.

Cancellation signed "Jacob Grosenbacher, William Grosenbacher, Frederick Grosenbacher, Anna E. Grosenbacher, Guardian of Maria C. Grossenbaugher, and Chas. H. E. Grossenbaugher."

This mortgage was given to secure the payment of the interest on \$1887.50 to said Mary A. Grossenbaugher during her life, and after her death said principal sum of \$1887.50 to be paid to the other grantees.

The cancellation dated Feb. 6", 1874, recites that the sum of \$1887.50 with interest has been duly paid.

Wendelin Wackerly, and  
Joseph Wackerly,  
to  
August Janson Jr.

Mortgage \$2580.00  
Dated Apr. 1", 1868  
Vol. 102, page 107  
Canceled.

No. 135.

Joseph Wackerly,  
to  
Wendelin Wackerly,

Mortgage \$3964.00  
Dated Dec. 24", 1873  
Vol. 129, page 169  
Canceled.

No. 136.

Joseph Wackerly,  
to  
The Dime Savings Bank  
Company,

Mortgage \$3750.00  
Dated Mch. 17", 1899  
Vol. 342, page 587  
Canceled.

No. 137.

Frederick Frederick, and  
Julius Huvner,  
to  
William Hill,

Mortgage \$1933.33  
Dated Dec. 29", 1835  
Vol. "0", page 209  
Canceled.

No. 138.

Julius Huvner,  
to  
Andrew Meyer,

Mortgage \$900.00  
Dated Oct. 10", 1836  
Vol. "Q", page 45  
Not Canceled.

Given to secure a note for \$900.00 due in five years  
from date, with interest.

No. 139.

Francis Sabaurin,  
to  
Alexander Gernier,

Mortgage \$907.20  
Dated Feb. 14", 1843  
Vol. 29, page 243

"Alexander Gernier has received full satisfaction  
for this mortgage, and the same is hereby canceled.  
Louis Schafer, his Atty."

No. 140.

Xavier Sabaurin,  
to  
Peter Francis Pierson,

Mortgage \$556.00  
Dated July 8", 1844  
Vol. 33, page 18

Release signed "Peter F. Pierson by Peter Pierson."

No. 141.

Xavier Sabourin, and Mortgage \$300.00  
Mary, his wife, Dated Nov. 15", 1845  
to Vol. 33, page 372  
Samuel Gans,

Release signed Nov. 26", 1849, by Jacob Harbster,  
Admr. of Samuel Gans.

For appointment of Jacob Harbster, Admr. of the  
estate of Samuel Gans, see Admr. Doc. "B", page 89, Stark  
County Probate Office.

No. 142.

Xavier Sabourin, Mortgage \$636.00  
to Dated Nov. 23", 1841  
Thomas Patton, Canceled.

No. 143.

Isaac Vogelgesang, Mortgage \$3606.00  
to Dated May 1", 1855  
John Essig, Vol. 62, page 228  
Released, but see next section.

No. 144.

Release of Mortgage noted Dated Dec. 1", 1860  
in preceding section, Rec. Mch. 7", 1861  
Vol. 77, page 20

Release signed, "Simon Essig, Simon Essig Attorney  
in fact for Peter Bowman, Julia Ann Bowman, Samuel Werstler,  
Elizabeth Werstler, Jacob Hershey and Susanna Hershey, Isaac Kile,  
Catherine Kile, Sarah Essig, Polly Neff, John Neff and John Essig."

The release cites that said parties are all the  
heirs at law of John Essig deceased, the grantee in the mortgage  
noted above.

NOTE: No record of any power of attorney to Simmon Essig.

No. 145.

Lewis A. Vogelgesang, and Mortgage \$3500.00  
Agnes, his wife, Dated May 13", 1882  
to Vol. 184, page 334  
Philip Vogelgesang, Canceled.  
Jacob Vogelgesang,  
Isaac Vogelgesang,  
Emma A. Vogelgesang,  
Catherine Ditzler,  
Magdalena Triem.

No. 146.

Isaac W. Vogelgesang, and Mortgage \$4000.00  
Edith P., his wife, Dated Apr. 3", 1913  
to Vol. 518, page 288  
Oliver J. Cramer, and Canceled.  
Louisa Cramer

No. 147.

Conrad Kesper,  
to  
Emma A. Vogelgesang,

Mortgage \$1712.00  
Dated May 20", 1882  
Vol. 186, page 288  
Canceled.

No. 148.

Conrad Kesper,  
to  
Francis J. Meyer and  
Catherine Meyer,

Mortgage \$4500.00  
Dated Oct. 6", 1894  
Vol. 316, page 180  
Canceled.

No. 149.

Thomas T. McCarty,  
to  
Conrad Kesper,

Mortgage \$6500.00  
Dated Apr. 1", 1904  
Vol. 402, page 549  
Canceled.

No. 150.

Clarence G. Herbruck,  
to  
Isaac W. Vogelgesang, and  
Edith P. Vogelgesang,

Mortgage \$17000.00  
Dated Apr. 4", 1917  
Vol. 609, page 132  
Canceled.

No. 151.

Clarence G. Herbruck,  
to  
Phoebe S. McCarty and  
Lillian B. McLaughlin,

Mortgage \$10000.00  
Dated Apr. 9", 1917  
Vol. 609, page 156  
Canceled.

No. 152.

Clarence G. Herbruck,  
and wife,  
to  
Henry H. Timken,

Mortgage \$30000.00  
Dated Apr. 6", 1917  
Vol. 609, page 158  
Canceled.

No. 153.

Julius Whiting,  
to  
George Kuhlman,  
Solomon Kuhlman,  
Harriet Stauffer,  
Ebi Kuhlman,  
Enos Kuhlman,  
Reuben Kuhlman,  
Mary Swigart,  
Barbara Swigart,  
and Mary Swigart,

Mortgage \$6200.00  
Dated Mch. 10", 1864  
Vol. 83, page 232  
Canceled.

Cancellation signed "Daniel Sayler, Late Sheriff."

No. 154.

Clarence G. Herbruck,  
to  
Madison Baughman, and  
Anna C. Baughman,

Mortgage \$14000.00  
Dated Apr. 1", 1921  
Vol. 707, page 402  
Canceled.

No. 155.

Clarence G. Herbruck,  
to  
Emma Snyder, and  
Manias Snyder,

Mortgage \$16500.00  
Dated Apr. 1", 1924  
Rec. June 9", 1924  
Vol. 784, page 461  
Not Canceled.

No. 156.

Avondale Inc.  
to  
The Geo. D. Harter Bank,

Mortgage \$200,000.00  
Dated & Ack'd. Oct. 21", 1925  
Rec. Oct. 22", 1925  
Vol. 877, page 497  
Not Canceled.

No. 157.

Avondale Inc.  
to  
The Geo. D. Harter Bank,

Mortgage \$100,000.00  
Dated & Ack'd. Apr. 1", 1926  
Rec. Apr. 21", 1926  
Vol. 903, page 140  
Not Canceled.

No. 158.

NO LEASES OR MECHANICS LIENS.

No..159.

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

No. 160.

Taxes due: June 1929: PAID.



No. 161.

We have made no search for Special Assessments.

No. 162.

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

Canton, Ohio, November 11<sup>th</sup>, 1929.

FLOYD & TUTZEY Abstracters,

By, J. I. Floyd

Plain Township Historical Society

5 The Undersigned Hereby Certifies that the foregoing abstract, consisting  
6 of \_\_\_\_\_ pages is a full, complete and accurate exhibit of every instrument  
7 conveying or affecting the title of Jay L. Goodin and Myrtle L. Goodin  
8 to the following described real estate in Stark County  
9 State of Ohio, from the Government or (date) to Feb. 13, 1936.

lot 7-331 in Avondale No. 2 as recorded in Plat Book 19,  
page 52 of the Stark County Plat Records.

11 as shown by the records of said County, City or Municipality.

12 The Undersigned Further Certifies that this abstract includes all court proceed-  
13 ings, notices of lis pendens, judgments, decrees and pending suits; judgments, decrees  
14 and suits in the Federal Court rendered, pending or filed in the County or District in  
15 which said land is located; mortgages, mechanics' or other liens, taxes shown paid up  
16 to and including the year 1934, tax titles and assessments, and everything of record  
17 or on file in any way relating to the title of said real estate.

18 This Certificate is made to THE UNION CENTRAL LIFE INSURANCE COMPANY,  
19 of Cincinnati, Ohio.

20 Dated at Canton, State of Ohio, this 13 day  
21 of February, 1936, at 12:30 o'clock P. M.

22 \_\_\_\_\_ Abstracter:  
23 By *O. Hartz*

24 Certified as above from \_\_\_\_\_ to \_\_\_\_\_ at \_\_\_\_\_ M.  
25 \_\_\_\_\_ Abstracter.

26 By \_\_\_\_\_

27 Certified as above from \_\_\_\_\_ to \_\_\_\_\_ at \_\_\_\_\_ M.  
28 \_\_\_\_\_ Abstracter.

29 By \_\_\_\_\_

Plain Township Historical Society

UC 65

UC 64

No. 5

There are no foreign executions.

253

180753

EXAMINATIONS

By Home Office Title Examiners

1st FEB 15 1938

2nd MAR 4 1938

3rd

4th

5th

Stark State Ohio

Abstract of Title

Jay L Goodin

FOR

Union Central Life Insurance Company, CINCINNATI, OHIO.

ACREAGE

IN PARTS

Acres C acres D acres

Acres

owed to Acres

to Acres

on at page

Jay L Goodin  
L Goodin

By JGR

L J Neavies

Supplemental of Abstract

No.

Continued by Abstract

No.

Release of loan No.

Sent Fin. Cor.

Plain Township Historical Society

ADDENDA to the foregoing Abstract of Title, showing all changes affecting the title to said premises, since and including November 11, 1929.

No. 2

Avondale Inc.,  
By B. T. Steiner, Pres.  
By Will R. Myers, Sec'y.,  
to  
Mary A. Westrick

Warranty Deed  
Signed & Ack'd Nov. 22, 1929.  
Received Nov. 22, 1929.  
Vol. 990, Page 13.  
S. A. Spilker, N.P.

Conveys said lot No. 331 in Avondale Allotment Number Two as numbered on Plat of said Allotment recorded in Plat Book No. 19, Pages 52 to 55 of Stark County Plat Records. Subject to Seventeen restrictions fully set forth in this deed to which reference is hereby made.

No. 3

LIENS.

Mary A. Westrick, and  
Frank L. Westrick,  
her husband,  
to  
The Home Savings & Loan  
Company.

Mortgage of \$8500.00  
Dated Nov. 22, 1929.  
Received by the  
Vol. 991, Page 112.  
Notarially  
cancelled.

Conveys said lot No. 331 in Avondale No. 2 as recorded in Plat Record Vol. 19, Page 52 of Stark County Ohio, Subject to conditions and restrictions on all lots in said Allotment.

No. 4

There are no leases or mechanic's liens.

UC 64

No. 5

There are no foreign executions.

No.6

There are no pending suits or judgments.

No.7

I have made no search for special assessments.

No.8

The taxes are paid to the December payment of 1929.

-----

I hereby certify that the foregoing Addenda, consisting of eight sections, was collated by me from the official records of Stark County Ohio, and that the same is correct and shows every instrument of record affecting the title to said premises, since and including November 11, 1929, as disclosed by the general indexes in the several County offices.



Abstracter.

Canton, Ohio,  
Nov. 23, 1929.  
11 A.M.

Plain Township Historical Society

No. 9.

Mary A. Westrick and  
Frank L. Westrick,  
wife and husband.  
To  
John B. Mohler,  
Trustee.

Gen. War. Deed.  
S. & A. Aug. 15, 1930.  
Rec. Aug. 19, 1930.  
Vol. 1046. P. 283.

Conveys Lot #331 in Avondale Allotment #2.  
Subject to all the conditions and restrictions set  
forth in deed given by Avondale Inc. to Mary A. Westrick.

No. 10.

John B. Mohler, Trustee,  
and Charlotte Mohler,  
husband and wife.  
To  
Jay L. Goodin and  
Myrtle L. Goodin.

Gen. War. Deed.  
S. & A. Dec. 6, 1930.  
Rec. Dec. 6, 1930.  
Vol. 1048. P. 189.

Conveys said Lot #331 in Avondale Allotment #2.  
Subject to the restrictions contained in deed  
recorded in Vol. 990. P. 13 of the Stark County Deed Records.

L I E N S

No. 11:

Frank L. Westrick and  
Mary A. Westrick,  
husband and wife.  
To  
Avondale Inc.

Mortgage \$2460.00.  
S. & A. Nov. 22, 1929.  
Rec. Nov. 22, 1929. 4:15 P.M.  
Vol. 1009. P. 527.  
Canceled

No. 12.

Jay L. Goodin and  
Myrtle L. Goodin,  
husband and wife.  
To  
The Geo. D. Harter Bank  
of Canton, Ohio.

Mortgage \$10,000.00.  
S. & A. Dec. 6, 1930.  
Rec. Dec. 6, 1930.  
Vol. 915. P. 456.  
Not Canceled on the Record.

*Plain Township Historical Society*

*Callen O man 91436  
The Geo D Harter Bank  
of Canton Ohio  
J. B. V...  
Paul...  
Callen...*

46 The continuation of this mortgage have been complied with and has been  
thereby satisfied and discharged.  
Copy from Original.  
9/9/1436  
Frank J. Sluiter  
Recorder

UC

No mechanics liens ,leases, judgments, foreign executions or pending suits.

No federal tax or bond liens.

Taxes: Due December 1930, \$40.29.

I have made no search for street, sewer, liquor or other special assessments, nor for suits or judgments in Courts other than the Common Pleas Court of Stark County, Ohio.

I hereby certify that I have collated the foregoing CONTINUATION from the Official Records of Stark County, Ohio, and that I believe the same shows every instrument of record affecting the title to said premises as shown by the General Indexes in the various County Offices, since and including said date.

*Frederic S. Wilkins*

Attorney at Law.

Canton, Ohio.  
Dec. 7, 1930.  
12:00 Noon.

Plain Township Historical Society

Supplement to the foregoing Abstract.

The following restrictions appear in deed from Avondale Inc. to Mary Westrick, recorded in Vol. 990, page 13:

AS a part of the consideration hereof, the grantee his heirs and assigns, hereby covenants and agrees with and for the mutual benefit of said grantee, and grantor, their heirs, successors and assigns, that the said real estate herein described shall be subject to the following covenants and restrictions, it being understood and agreed between the grantee and the grantor, that said covenants and restrictions are adopted for the benefit and protection of all present and future owners of property in AVONDALE ALLOTMENT NUMBER TWO, and that all of the restrictions shall be construed together, but if it shall be held that any restriction, or part thereof, is unenforceable, the validity of no other restriction, or part thereof, shall be thereby impaired, and it being further understood and agreed that the grantor shall have the right to interpret these restrictions, which interpretation shall be binding as to all persons or property benefited or bound by them.

1. No lot shall be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, shall be erected thereon. Any such residence erected or maintained thereon shall be designated for occupancy by a single family only. No residence or dwelling house shall be erected on any lot in Avondale Allotment Number Two, that has not good architectural lines and proportions; no building of any kind shall be moved upon said premises; not more than one dwelling house shall be built on one lot; no lot shall be subdivided or allotted; and no commercial advertising sign or billboard shall be erected or maintained on said premises; no sign advertising any lot for sale shall be larger than 10 square feet.

2. This property shall never be sold to or occupied by (excepting as servants) any excepting members of the Caucasian race, nor any undesirable person. The grantor agrees that it will not sell any lot in said Avondale Allotment Number Two, to any one not approved by the lot owners association or a similar organization formed by owners of lots in said Avondale Allotment Number Two.

3. No liquor, either malt, spirituous, vinous or fermented, shall at any time hereafter, be manufactured, sold or disposed of or traded in or on said premises.

4. For the purpose of these restrictions, lots or parts thereof, shall be deemed to front on streets as indicated by building lines shown on said plat.

5. Any residence erected wholly or partially on any lot or part thereof shall conform to the front building line

CHARLES E. YUTZEY  
ATTORNEY AT LAW  
CANTON, OHIO  
EXTRACTS OF TITLE



requirements as indicated on said plat, and shall front or present a good frontage on the street designated, and on any corner lot the said residence shall front or present a good frontage on both streets. Any such residence erected on lots Nos. 163, 164, 166, 167, 168, 170, 171, 172, 191, 192, 193, 194, 195, 197, 198, 199, 272, 273, 274, 275, 288, 289, 291, 292, 293, 294, 296, 297, 298, 299, 301, 302, 303, 304, 305, 307, 308, 309, 311, 312, 313, 316, 317, 318, 319, 320, 323, 324, 325, 326, 327, 328, 331, 332, 333 and 334 shall cost not less than the sum of \$7,000.00 on lots Nos. 177, 205, 214, 216, 222, 228, 230, 237, 240, 246, 247, 248, 249, 250, 251, 257, 258, 262, 265 and 280 shall cost not less than the sum of \$10,000.00 and any residence erected on any lot of said addition not herein specifically numbered and mentioned above, shall cost not less than the sum of \$8,500.00 These values are as of July 1, 1926, and their equivalent, according to building cost fluctuations, will be required at the time of building.

6. No building of any kind shall be erected on any lot, any part of which (excepting the front steps, bay, projecting windows, stairway landings, cornice, spoutings, chimneys, brackets, pilasters, grill work, walls, pergolas and trellises, any any other similar projections for merely ornamental purposes) shall be nearer the front line than as shown by the building line on the recorded plat of Avondale Allotment number Two. This same provision shall apply to the outside side lines of all corner lots.

No residence shall be built any part of which (with the same exceptions as above) is nearer to the inside lot line than 12 feet on lots having 50 foot frontage or less, and nearer than 15 feet on all lots having more than 80 foot frontage. This restriction is intended for the benefit of adjoining property owners, and where any person owns two or more adjoining lots, this restriction shall apply only to the outside lines of the whole area owned by said person.

Any of the excepted portions or appurtenances of any building, as enumerated above, shall not extend beyond the front or side building line, as above specified, more than 3 feet, unless specific permission be given, in writing, by the grantor. The grantor shall have, and does hereby reserve, the right to change the building lines on any or all lots, as shown on said plat, provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence or other building on any lot, exclusive of the exceptions and projections hereinbefore set forth, more than 10 feet nearer to the street nor more than 5 feet nearer to the side lot line as shown on the plat of said addition. Like permission may be given for a greater extension for any of the excepted portions above enumerated. Any such permission shall be in writing.

7. No domestic animals or fowls, except dogs and cats, may be kept on said premises. No nuisance of any kind shall be maintained or allowed on said premises and no use thereof shall be made or permitted that is noxious or dangerous to health. The grantor shall have full authority to determine what constitutes a nuisance.

8. No excavation for the purpose of securing sand or gravel shall be made of greater extent or depth than necessary for construction of the building or the appurtenances thereto, to be located thereon.

9. After any building has been erected on said premises, the owner shall maintain a general good appearance of said premises and shall in no case allow weeds to grow on any part of said lot including the easement reserved for public utilities and the land lying between the front lot line and the road improvement.

10. The erection of any building on said premises must be completed within one year from the beginning of building operations.

11. No fence or railing, unless it is a shrubbery hedge, shall be more than 40 inches in height in front of the front building line hereinbefore established.

12. No buildings may be erected or maintained on the property herein sold for a period of twenty years from July 1, 1946, until the plans, elevation, location, materials and grade thereof have been submitted to the grantor and by it approved in writing, and a copy of said plans deposited with said grantor; nor shall any change or alteration be made in the design of any buildings after the original construction thereof and during the said twenty year period, until approval thereof has been given in writing by the grantor. The grantor shall have the right to refuse any building, grading or location plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

On all corner lots the garage shall be designed in with the dwelling, unless by special written consent from the grantor. On all other lots the garage, if not designed in with the dwelling, shall be located with the advice and consent of the grantor, so as not to be detrimental to adjoining lots or to conflict with the general plan of beautifying the rear portions of lots as garden sites. The grantor may disapprove the location of any garage which does not comply herewith.

13. The grantor herein reserves the right to join in the organization of an association or company to whose membership the owners of land in this addition may be eligible, whose object shall be the enforcement of restrictions, and the doing of such maintenance of vacant property and streets as the association may deem advisable, and for the doing of such may obligate the land herein sold for the payment of a normal annual assessment of not exceeding eight cents per hundred square feet of the net area. The grantor agrees to pay said annual assessment to the grantor or the association or company so organized, upon demand.

14. In consideration of like covenants by the owners of lots number 330 and 332 adjoining grantee, lot on either side, and their appointing Avondale Inc. their attorney in fact for the purposes herein stipulated, the grantee agrees that said lot number 331 shall not be leased or sublet, or the possession or title passed, by deed or otherwise, unless and until consent thereto is given by said owners of lots number 330 and 332 and the grantee hereby irrevocably appoints Avondale Inc. his attorney in fact, with full power of substitution, to execute such consent on behalf of the grantee herein as to lots numbers 330 and 332, provided, however, that such consent shall not be withheld by said attorney in fact and after written request is made to said attorney in fact by said owners of lots number 330, 331 and 332. Such consent shall be enforced upon the instrument passing such title or possession.

No consent shall be necessary upon the sale of said premises under judicial process upon foreclosure of any mortgage in favor of any bank, building and loan association or insurance company, nor upon the passing of title by devise or descent, but this provision shall become binding upon the purchaser at such judicial sale and such devisees or heirs at law.

15. The covenants and restrictions hereinbefore set forth, pertaining to the building covenants and restrictions, shall run with and bind the land hereinbefore described and all subsequent owners and occupants thereof.

16. Any of the covenants and restrictions set forth herein may, at any time, and in any manner, be changed with the written consent of the owner or owners of 75% of the frontage of the lots in said Avondale Allotment Number Two.

17. Any covenants or restrictions contained in this agreement may be enforced against any violation thereof by any present or future owner or owners of any lot located in said Avondale Allotment Number Two, by any proper legal or equitable proceeding, the same being for the benefit for all present and future owners of land in said allotment. Wherever the grantor's name is used in provisions for enforcing or extending the said covenants or restrictions, any association or company referred to in restriction 13 may be substituted and grantor's right hereunder transferred thereto.

The following appears on deed from Mary A. Westrick and husband to John B. Kohler Trustee recorded in vol. 1046, page 283;

Charles Lentz owner of lot #332 adjoining lot #331 on the west by and through Avondale Inc. his attorney in fact, and Avondale Inc. owner of lot #330 adjoining lot #331 on the east, do hereby consent to the transfer of lot #331 from Mary A. Westrick to John B. Kohler, Trustee.

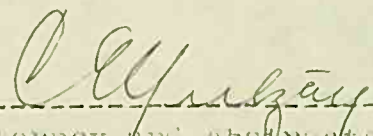
Signed, Charles Lentz,

By, Avondale Inc., his  
Attorney in fact, and

Avondale Inc.,

By, Albert B. Arbaugh,  
Pres.

CHARLES E. YUTZEY  
ATTORNEY AT LAW  
CANTON, OHIO  
ABSTRACTS OF TITLE

  
-----  
Attorney and Abstractor,

I hereby certify that the foregoing abstract of title, the addendums, continuation and supplement thereto, show all the instruments of record affecting the title to the premises described in heading of the foregoing abstract, as shown by the general indexes in the several county offices, in and for Stark County Ohio.

Canton, Ohio, Feb. 13, 1936.

  
-----  
Attorney and Abstractor,

#16205  
60-387

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

No. 14.

No deeds have been filed for record from Jay L. Goodin or Myrtle L. Goodin for said lot #331 in Avondale No. 2, since Dec. 7, 1930.

No. 15.

John B. Mohler, Trustee  
and wife,

Warranty Deed,

Dated & Ack'd. Dec. 6, 1930

to

Re-recorded Feb. 7, 1936

Jay L. Goodin and  
Myrtle L. Goodin,  
husband and wife,

Vol. 1147, page 569

This is a re-record of the deed noted at section #10 above, with the following endorsement on the deed added:

"The undersigned owners of lots #330 and 332, adjoining property herein conveyed on either side, do hereby consent to the transfer contained in the within deed."

(Signed) Charles Lentz by  
Avondale Inc.,  
By, Albert B. Arbaugh, Pres.  
his attorney in fact,

Avondale Inc.  
By, Albert B. Arbaugh, Pres.

E. YUTZEY  
ATTORNEY AT LAW  
CINCINNATI, OHIO  
PLAINTIFFS OF TITLE

Plain Township Historical Society

L I E N S

No. 16.

Jay L. Goodin, and  
Myrtle L., his wife,

Serial No. 368561

Mortgage \$6000.00

to

Dated Feb. 1, 1936

The Union Central Life

Filed Feb. 4, 1936

Insurance Co. of

Filed Feb. 1, 1936

Cincinnati, Ohio.

Vol. 1103, page 396

*Cancelled on the  
Record July 3-19  
Frank B. McKim*

Not canceled.

Given to secure a note of \$6000.00 payable in  
120 installments of \$63.64 each, payable monthly  
interest 5% per annum.

WILES E. YUTZEY  
ATTORNEY AT LAW  
CINCINNATI, OHIO  
TRACTS OF TITLE

Plain Township Historical Society

No. 17.

RELEASES OR MECHANICS LIENS.

No. 18.

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

No. 19.

Taxes due June 1935: PAID.

No. 20.

No Bond, Personal or Federal Tax Liens.

No. 21.

United States District Court Records not examined,  
except such records as appear in the office of the Referee in  
bankruptcy in and for Stark County Ohio, and I find none against  
Jay L. Goodin or Myrtle L. Goodin.

UC 54

No. 22.

There are no special assessments.

No. 23.

I hereby certify that the foregoing CONTINUATION was collated by me at the special instance and request of The Union Central Life Insurance Co. of Cincinnati, Ohio, from the official records of Stark County Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises, since and including December 7, 1930, as shown by the General Indexes in the several County Offices, in and for said County.

Canton, Ohio, February 13, 1936 at 12:30 o'clock P.M.

  
-----  
Attorney and Abstractor,

RLES E. YUTZEY  
TORNEY AT LAW  
CANTON, OHIO  
TRACTS OF TITLE

Plain Township Historical Society

Additional Supplement to the Foregoing  
Abstract.

Lot #331 in Avondale No. 2, is located in the southwest quarter of Section #30, Township #11, Range #8, as shown by plat attached to abstract.

The title to the southwest quarter of Section #30, begins with section #57 of the foregoing abstract, and continues to and including Section #74 and the two following deeds bring the title to the southwest quarter of Section #30, down to and in the name of Clarence G. Herbruck.

Louis A. Vogelgesang,

Warranty Deed,

a widower,

Dated & Ack'd. Jan. 16, 1913

to

Rec. Jan. 16, 1913

Isaac W. Vogelgesang, and

Vol. 546, page 517

Edith P. Vogelgesang,

Conveys the 34.20 acre tract at section #74 of the foregoing abstract, by the same description. Also conveys other premises.

NOTE:

Grantor signs "Lewis Vogelgesang," but his name appears in body of deed and acknowledgment as above.



Isaac W. Vogelgesang and

Warranty Deed,

Edith P., his wife,

Dated & Ack'd. Mar. 30, 1917

to

Rec. Apr. 5, 1917

Clarence G. Herbruck,

Vol. 619, page 84

Conveys same 34.20 acre tract as above, by the same description. Also conveys other premises.

The quieting title suit at section #121 of abstract, covers the premises described in the following section, but the defects set forth in this proceeding so far as they affect the title to that part in the southwest quarter of Section #30, are all prior to 1870.

The following is a description in the deed from Clarence G. Herbruck to Avondale Inc., noted at section #122 above, Vol. 880, page 181.

Parts of the northeast and northwest quarter of Section #31, the northeast, southeast and southwest quarter Section #30, and the northwest quarter of Section #32, Township #11, Range #8, bounded and described as follows: Beginning at a stone monument at the section corner between Sections 29, 30, 31 and 32 in said Township #11, Range #8, thence north 85 degrees 35' 35 seconds west a distance of 949.12 feet to a stone monument which is 4.35 feet south of the true section line between 30 and 31; thence north 3 degrees 51' 14 seconds east a distance of 93.35 feet to a point; thence north 84 degrees 44' 56 seconds west a distance of 254.54 feet to a point which is on the east line of a proposed 80 foot boulevard; thence along said east line of said proposed boulevard north 25 degrees

CHARLES E. YUTZEY  
ATTORNEY AT LAW  
CANTON, OHIO  
TRACTS OF TITLE

40' west a distance of 65.19 feet to a point; thence continuing along east line of said boulevard and on a curve bearing to the east, the radius of which is 1114.13 feet, delta angle 36 degrees a distance on an arc of 700.03 feet to a point; thence continuing along the east line of said boulevard north 10 degrees 20' east a distance of 402.82 feet to a point; thence continuing along east line of said boulevard and on a curve bearing to the east, the radius of which is 335 feet, delta angle 16 degrees 4' 58 seconds a distance on the arc of 94.03 feet to a point which point is on the center line of a county road and is also the center line of a proposed 50 foot street; thence along the said center line of the county road south 84 degrees 53' east a distance of 704.81 feet to an iron pin; thence continuing along the center line of said county road north 7 degrees 56' 30 seconds east a distance of 1668.74 feet to an iron pin; thence north 86 degrees 33' 26 seconds west a distance of 884.09 feet to an iron pin; thence south 4 degrees 37' 28 seconds west a distance of 291.25 feet to an iron pin, which is on the quarter section line between the northeast and southeast quarter of Sections #30; thence along said quarter section line north 85 degrees 54' west a distance of 1332.22 feet to an iron pin which is the quarter section corner at the center of Section #30; thence south 4 degrees 6' 28 seconds west along the quarter section line between the southwest and southeast quarters of Section #30, a distance of 712.48 feet to an iron pin; thence north 84 degrees 55' west a distance of 1215.86 feet to an iron pin; thence south 3 degrees 11' west a distance of 668.38 feet to an iron pin; thence south 85 degrees 21' 30 seconds east a distance of 105.70 feet to an iron pin; thence south 3 degrees 55' 30 seconds west a distance of 600.88 feet to an iron pin,

HARLES E. YUTZEY  
ATTORNEY AT LAW  
CANTON, OHIO  
ABSTRACTS OF TITLE

which point is on the north line of a proposed 50 foot road; thence south 76 degrees 40' west along said north line of a proposed 50 foot road a distance of 522.18 feet to a point in the center of Fulton Road as now improved; thence south 22 degrees 20' 30 seconds east along the center line of Fulton Road as now improved a distance of 554.03 feet to an iron pin which is on the section line between Sections #30 and 31; thence north 84 degrees 27' 30 seconds west along said section line a distance of 363 feet to an iron pin; thence south 15 degrees 55' 30 seconds east a distance of 1963.28 feet to a stone monument; thence south 85 degrees 15' 38 seconds east a distance of 1021.60 feet to an iron pin, which is on the quarter section line between the northwest and northeast quarters of Section #31; thence north 4 degrees 38' 49 seconds east along said quarter section line a distance of 390.80 feet to an iron pin; thence south 85 degrees 34' east a distance of 2139.74 feet to a point in the center line of Fulton Rd. as now improved; thence south 58 degrees 27' east along said center line of Fulton Road a distance of 264.20 feet to an iron pin; thence continuing along said center line of Fulton Road south 62 degrees 38' east a distance of 378.92 feet to an iron pin at the intersection of said center line and the east line of Section #31; thence still along said center line south 62 degrees 28' east a distance of 271.50 feet to a point; thence north 4 degrees 49' east a distance of 775.99 feet to an iron pin; thence north 85 degrees 38' west a distance of 250.75 feet to an iron pin on the east line of Section #31, which is also the east line of a proposed 60 foot road; thence north 3 degrees 56' east along said east line of Section #31 a distance of 1008.62 feet to the place of beginning and containing 322.70 acres of land, be the same more or less, of

CHARLES E. YUTZEY  
ATTORNEY AT LAW  
CANTON, OHIO  
EXTRACTS OF TITLE

Plain Township Historical Society

which approximately 56.62 acres are in the southwest quarter of Section #30, 110.53 acres are in the southeast quarter of Section #30, 5.8 acres are in the northeast quarter of Section #30, 57.46 acres are in the northwest quarter of Section #31, 89.29 acres are in the northeast quarter of Section #31, and 4 acres are in the northwest quarter of Section #32, including within the tract above described, lots #1 to 158 inclusive, in Avondale No. 1 Addition to the City of Canton Ohio, as designated on a plat of said addition, recorded in Plat Record 16 page 86 of the Stark County Plat Records, excepting therefrom however, 3.10 acre tract out of the northwest quarter of Section #31, conveyed to the Plain Township Board of Education by deed dated Mar. 31, 1925, and recorded in Vol. 869 page 177 of the Stark County Deed Records, to which reference is made for a detailed description of said tract.

The following appears on the margin of the record of the mortgage at section #146 above, Vol. 518 page 288

The conditions of this mortgage have been complied with and the same is hereby satisfied and discharged.

Oliver J. Cramer,  
Louisa M. Cramer,

Copied from original mortgage April 3, 1917.

H.W. Faulk, Recorder.

CHARLES E. YUTZEY  
ATTORNEY AT LAW  
CANTON, OHIO  
EXTRACTS OF TITLE

The following appears on the margin of the record of the mortgage at Section #150 above, Vol. 609, page 132

Canton, Ohio, June 3, 1925

The conditions of the mortgage have been complied with and the same is hereby satisfied and discharged.

Isaac W. Vogelgesang,  
Edith P. Vogelgesang,

Copied from original mortgage June 4, 1925.

Jeannette Smith, Recorder.

The following appears on the margin of the record of the mortgage at section #152 above, Vol. 609, page 158

The conditions of this mortgage have been complied with and the same is hereby satisfied and discharged.

Henry H. Timken,

Copied from original mortgage Feb. 10, 1919

H.W. Faulk, Recorder.

Release of mortgage at Section #155 above.

Manias Snyder, and

Release of mortgage,

Emma Snyder,

Dated Nov. 19, 1929

to

Rec. Nov. 20, 1929

Clarence G. Herbruck,

Release Rec. Vol. 6, page 405

Releases lot #331 in Avondale No. 2 from the mortgage given by Clarence G. Herbruck to Emma Snyder and Manias Snyder and recorded in Vol. 784 page 461.

The following appears on the margin of the record of the mortgage noted at section  $\pi$ 156 above, Vol. 877 page 497.

Canton, Ohio, Nov. 22, 1929

For value received, lot  $\pi$ 331 is released from the lien of the within mortgage.

The Geo. D. Harter Bank,  
By, C.A. Seiple, V. Pres.

E.E. Mack, V. Pres. & Treas.

Copied from the original mortgage Nov. 22, 1929

Jeannette Smith, Recorder.

The following appears on the margin of the record of the mortgage at section  $\pi$ 157 above, Vol. 903, page 140.

Canton, Ohio, Nov. 22, 1929

For value received lot  $\pi$ 331 is released from the lien of the within mortgage,

The Geo. D. Harter Bank,  
By, C.A. Seiple, V. Pres.

E.E. Mack, V. Pres. & Treas.

Copied from the original mortgage Nov. 22, 1929

Jeannette Smith, Recorder.

The following appears on the margin of the record of the mortgage at section  $\pi$ 3 of addenda Vol. 961, page 112

Canton, Ohio, Dec. 6, 1930

The conditions of this mortgage have been complied with and the same is hereby satisfied and discharged.

The Home Savings & Loan Co.,

by, M.G. Marshall, Secy.

Copied from original mortgage Dec. 8, 1930

Jeannette Smith, Recorder.

The following appears on the margin of the record  
of the mortgage at Section #11, Vol. 1009 page 527

Canton, Ohio, Dec. 6, 1930

The conditions of this mortgage have been complied  
with and the same is hereby satisfied and discharged.

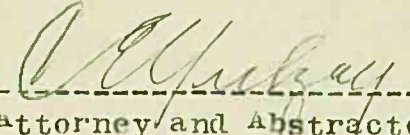
Avondale Inc.,

by Albert B. Arbaugh, Pres.

Copied from original mortgage Dec. 8, 1930

Jeannette Smith, Recorder.

Canton, Ohio,  
February 29, 1936.

  
-----  
Attorney and Abstractor,

CHARLES E. YUTZEY  
ATTORNEY AT LAW  
CANTON, OHIO  
ABSTRACTS OF TITLE

Plain Township Historical Society

A D D E N D A.

ADDENDA to the foregoing Abstract of Title, showing changes since and including February 19, 1936, affecting the title to Lot #331 in Avondale No. 2 in Plain Township, Stark County, Ohio.

No. 2.

Myrtle L. Goodin

to

Jay L. Goodin  
husband of grantor.

WARRANTY DEED

Dated July 7, 1941.

Rec'd. for Rec. July 8, 1941.

Serial #453402.

Volume 1332, page 13.

Conveys the undivided one half interest in Lot #331 in Avondale Allotment No. 2.

Together with and subject to all easements, conditions and restrictions set forth and contained in deed from Avondale, Inc. to Mary A. Westrick, recorded in Vol. 990, page 13 of the Stark County Deed Records.

Consent of owners of lots 330 and 332 to this transfer endorsed on deed.

No. 3.

Jay L. Goodin and  
Myrtle L. Goodin, husband and wife

to

Stark Federal Savings and  
Loan Association of Canton.

MORTGAGE \$9000.00.

Dated July 8, 1941.

Rec'd. for Rec. July 9, 1941 at  
10:33 A.M.

Serial #453701.

Volume 1307, page 299.

Not Cancelled.

Given to secure a note for \$9000.00 with interest at the rate of 6% per annum, payable not less than \$90.00 per month until paid in full.

I hereby certify that the foregoing Addenda, consisting of nine (9) Sections, was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of Record affecting the title to said premises, since and including February 19, 1936, as shown by the General Indexes in the several County Offices in and for Stark County Ohio.

Canton, Ohio  
July 9, 1941  
11:00 A.M.

*Kenneth B. Melchior*  
Attorney at Law.

Plain Township Historical Society

*Collated in the Record 5/20/42  
by Stark Fed Sav for am. of Canton  
by C.A. Antecur  
R.H. Martin  
O'Hara atty  
3/30/71*



No. 4.

No leases or mechanic's liens.

No. 5.

Jay L. Goodin is a defendant in the suit of Stenton Bowman et al against Edith M. Albert et al filed January 21, 1941 to enforce the claimed liabilities of stockholders of the Geo. D. Harter Bank the amount of his liability being alleged is \$500.00. App. Doc. 137, page 81758.

No. 6.

No judgments or foreign executions and no other pending suits.

No. 7.

No personal tax, Federal tax or recognizance liens.

No. 8.

Taxes are paid to December payment, 1941.

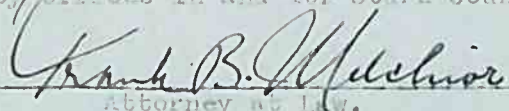
No. 9.

No special assessments noted on tax duplicate.

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I hereby certify that the foregoing Addenda, consisting of nine (9) Sections, was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises, since and including February 19, 1836, as shown by the General Indexes in the several County Offices in and for Stark County Ohio.

Canton, Ohio  
July 9, 1941  
11:00 A.M.

  
Attorney at Law.

CONTINUATION

No. 10

Continuation since July 9, 1941 to Lot #331 in Avondale No. 2 in Plain Township, Stark County, Ohio.

No. 11

Jay L. Goodin  
Myrtle L. Goodin, his wife  
to

Warranty Deed  
S & A May 15, 1942  
R f R May 19, 1942  
Vol. 1363, p. 591

Ethel D. Maratta

Conveys Lot #331 in Avondale Allotment Number 2 subject to easements and restrictions in deed from Avondale Inc. to Mary A. Westrick, recorded Vol. 990, page 13 Stark County Deed Records.

Owners of Lots #330 and 332 consent to transfer.

No. 12

Clifford M. Maratta  
Ethel D. Maratta, his wife  
to

*Cancelled on 16 Record 11/30/52  
by Stark Fed. Sav. & Loan Assoc. of Canton  
Wm. N. Frederick Sec.  
R.M. Martin  
Ethel D. Maratta  
31.50171*

Mortgage \$8500.00  
S & A May 18, 1942  
R f R May 19, 1942  
Vol. 1339, p. 269  
Not Canceled.

Stark Federal Savings & Loan Association of Canton

Mortgage on said premises.

No. 13

No leases, mechanic's liens, recognizance liens, Federal Tax liens or personal tax liens.

No. 14

No judgments, pending suits or foreign executions which are liens upon said premises.

No. 15

Taxes are paid to December payment 1942.

No. 16

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

\* \* \* \*

I hereby certify that the foregoing Continuation, consisting of Sections Numbers Ten (10) to Sixteen (16) inclusive, was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises, since and including July 9, 1941, as shown by the General Indexes in the several County Offices in and for said County.

Canton, Ohio  
May 19, 1942  
3:18 P.M.

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

CONTINUATION to the ABSTRACT OF TITLE to Lot Number THREE HUNDRED THIRTY-ONE (331) in Avondale Allotment Number 2, in Plain Township, Stark County, Ohio, showing all instruments of record affecting title thereto, since and including the date of May 19, 1942.

No. 17.

AGREEMENT

Sg'd. December 31, 1945

Rec'd. for Rec. June 28, 1946

@ 4:01 p.m.

Volume 1467, page 337

Agreement between Ethel D. Maratta and other owners of lots in Avondale Allotment #2, recites that the signatures are owners of such lots, that said lots are subject to certain restrictions set forth in the deeds, that said restrictions are subject to change by written consent of owners of 75% of the frontage of said lots, that the signatures together with those enumerated in counterparts hereof constitute 75% of said owners, the parties agree that paragraph 12 of the restrictions more fully set forth in a "Supplement to the foregoing Abstract" dated February 13, 1936, shall be changed and amended to read as follows:

Twelfth: No buildings may be erected or maintained on the property herein sold for a period of 40 years from July 1st, 1926 until the plans, elevations location, materials and grade thereof have been submitted to the Grantor and by it approved in writing and a copy of said plans deposited with said grantor, nor shall any change or alterations be made in the designs of any building after the original construction thereof and during the said 40 year period until approval thereof has been given in writing by the grantor. The grantor shall have the right to refuse any building grading or location plans which are not suitable or desirable in its opinion, for aesthetic or other reasons and it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof of the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

On all corner lots the garage shall be designed in with the dwelling unless by special written consent from the grantor. On all other lots, the garage, if not designed in with the dwelling, shall be located with the advise and consent of the grantor so as not to be detrimental to adjoining lots or to conflict with the general plan of beautifying the rear portions of lots as garden sites. The Grantor may disapprove the location of any garage which does not comply herewith."

2. That if said restriction as so changed, shall be held to be or shall become inoperative or unenforceable as applied to any lot in Avondale Allotment No. 2 of which such lot the present owner is not a party hereto or to counterparts hereof, because of the change herein provided for not being of the character contemplated or intended in the deeds of lots in said

No. 17. (continued)

Allotment No. 2, such circumstance shall not have the effect of rendering said restriction as herein changed inoperative or unenforceable against the parties hereto or to counterparts hereof, who do hereby covenant and agree that the lots owned by them shall be subject to the restriction set forth in Paragraph 1 above, and that such covenant shall be deemed and taken to be a covenant running with the land.

No. 18.

Records of the Probate Court of Stark County disclose that Clifford D. Maratta, husband of Ethel D. Maratta, died testate on January 19, 1958 a resident of Canton, Ohio. Admn. Doc. 55, page 233, No. 60177.

No. 19.

ESTATE OF ETHEL D. MARATTA  
deceased

Stark County Probate Division  
Admn. Doc. 76, page 347  
No. 85605

- 1969, Dec. 1 - Application to Probate Will and Waiver filed.
- Dec. 1 - Hearing set.  
Notice ordered and issued.
- Dec. 4 - Notice returned served.
- Dec. 15 - Journal entry ordering commissioner to take deposition of witness to will. Commission issued.
- 1970, Jan. 2 - Commission return executed.  
Hearing had.  
Will admitted to probate and record.
- Jan. 5 - Application for letters filed.  
Sherlock H. Evans, Massillon, Ohio, Executor.  
Bond of \$10,000 filed and approved.  
Letters issued.
- Feb. 18 - Proof of Publication filed.
- Apr. 21 - Inventory and appraisal filed, hearing set, notice by publication ordered.
- May 20 - Hearing had, inventory and appraisal approved and confirmed.
- May 12 - Additional Extrs. Bond of \$4,000 filed and approved.

1971, Mar. 15 - Preliminary notice to department taxation filed.

Court costs of \$2.00 to 3/31/71 remain unpaid.

No estate tax proceedings filed.

*4/12/71 Ohio Estate Tax filed*

APPLICATION TO PROBATE THE WILL OF ETHEL D. MARATTA, deceased recites that Ethel D. Maratta, late a resident of Canton, died on November 16, 1969 leaving no widower and the following persons all of her next of kin, to wit:

"Margaret Maratta A daughter 942 Harriet N.W., Canton, Ohio  
(Please send notice to probate to the Superintendent, Massillon, Ohio  
(Massillon State Hospital). Margaret Maratta is an incompetent and has  
been committed to the Massillon State Hospital.)

Robert Clifford Maratta A son 3805 Blackburd Rd., N.W.  
Canton, Ohio

Waiver signed by Robert C. Maratta, son. Notice to Heirs as follows:

"On Dec. 3 1969 I also notified Dr. Saverio Caruso, Supt. Massillon State Hospital and custodian of the above mentioned defendant by delivering to him personally a true and certified copy of this writ with all endorsements thereon. George Papadopoulos, Sheriff, by Glenn D. Reese Deputy."

"On Dec 3, 1969, I notified the within named defendant Margaret Maratta by leaving for her at her usual place of residence, a true and certified copy of this Writ with all endorsements thereon. George Papadopoulos, Sheriff, by Glenn D. Reese, Deputy.

Plain Township Historical Society

THE LAST WILL AND TESTAMENT  
OF ETHEL D. MARATTA

Dated March 15, 1962  
Admitted to Probate Jan. 2, 1970  
Will Record Volume 221, page 208

Item I provides for payment of debts and funeral expenses, and that "my estate bear all of the expenses of any inheritance taxes on either probated assets or non-probated assets."

Item II: "In the event my beloved children, MARGARET MARATTA and ROBERT CLIFFORD MARATTA, lives after me or if we are hurt in a common accident then in this event lives more than thirty full days after me, all the property, real and personal, of every kind and description, wheresoever situate, which I may own or have the right to dispose of at the time of my decease, I give, bequeath and devise to my children, MARGARET MARATTA and ROBERT CLIFFORD MARATTA, absolutely and in fee simple, and if either or both of them should die before me, then to their children, if any, or if they should die before me and without issue, then to the survivor or survivors of the aforementioned children, absolutely and in fee simple. "

Item III: " I make, nominate and appoint my attorney, Sherlock H. Evans, the Executor of this my last will and testament, hereby authorizing and empowering my said executor to compound, compromise, settle and adjust all claims and demands in favor of or against my estate; and to sell at private or public sale without order of court, at such prices and upon such terms of credit or otherwise as he may deem best, the whole or any part of my real or personal property, including but not limited to my automobile, if any, and to execute, acknowledge and deliver deeds, certificates, and other proper instruments of conveyance thereof to the purchaser or purchasers. No purchaser from my executor need see to the application of the purchase money to or for the purposes of the trust, but the receipt of my executor shall be a complete discharge and acquittance therefor. "

Plain Township Historical Society

GUARDIANSHIP OF  
MARGARET MARATTA

Stark County Probate Division  
Gdn. Docket 58, page 229, No. 9342

- 1968, May 22 - Affidavit filed. Hearing set and order of detention ordered. Notice issued.
- May 31 - Waiver filed. Notice returned served.
- May 22 - Order of detention issued.
- May 31 - Order of detention returned served. Medical cert. filed. Hearing had. Ct. finds probable mental illness and orders admission to hospital not to exceed 90 days. Hearing had, patient adjudged as mentally ill and order of commitment made. Case history filed. Order to convey issued.
- June 4 - Order to convey returned executed.
- Aug. 23 - Report from Massillon State Hospital filed. Hearing had, court ordered patient admitted to Massillon State Hospital for an indeterminate period of time.

Affidavit of Ethel Maratta, Mother, recites that she has information to believe or actual knowledge that Margaret Maratta is mentally ill and in need of specialized care and treatment, that she is 56 years of age and resides at 3805 Blackburn Rd. Canton, Stark County, Ohio.

Affidavit lists the affiant and Robert Maratta, brother, as next of kin.

Robert Maratta filed written waiver of notice and entered voluntary appearance dated May 22, 1968.

Notice was served personally on Margaret Maratta by the Sheriff of Stark County on May 22, 1968.



No. 22.

No Mortgages, Land Contracts, Leases, Mechanic's Liens, Division of Aid for Aged Liens, nor Security Interests.

No Personal Property Tax Liens, Federal Tax Liens, Recognizance Bonds Liens, Unemployment Compensation Liens, nor Workmens' Compensation Liens.

No Guardianships, Feeblemindedness, Lunacy nor Epilepsy.

No Pending Suits, Judgments, nor Foreign Executions which are living liens on said premises.

No. 23.

Said premises appear on the Tax Duplicate as Follows:

Name: Maratta, Ethel D.

Descr.: 331 Wh Avondale #2, Parcel 52-06983

Value: Lands \$2040.00; Buildings \$8590.00

Taxes: Delinquent \$469.76


Due December, 1970 \$226.95 - Not Paid.

*10/31/71 all delinquent taxes and taxes for year 1970 in amount of \$723.66 are paid. D. Evans Atty*

No search has been made for assessments except as noted upon the Tax Duplicate.

\* \* \* \* \*

I hereby certify that the foregoing CONTINUATION to the ABSTRACT OF TITLE consisting of Sections Numbers 17 to 23 inclusive, is a correct and true abstract of all instruments and proceedings of record which affect the title to the premises described or referred to in the Heading hereof, as such instruments are properly executed and acknowledged, except as otherwise shown; that the title search and the preparation of said Continuation are in accordance with the standards adopted by the Stark County Bar Association and that the same covers the period since and including May 19, 1942.

  
DALE T. EVANS  
Attorney and Abstracter

Dated at Canton, Ohio

*April 3, 1971 D. T. Evans*

*Re dated 7/28/71 D. Evans Atty*

Plain Township Historical Society

SHORT FORM CONTINUATION

No. 24.

Sherlock H. Evans, Executor  
of the Estate of Ethel O. Maratta, deceased,

Executor's Deed  
Dated - April 30, 1971  
Rec'd - April 30, 1971  
Volume 3517, Page 284.

to

Fred R. Carter and  
William B. Rearick.

Conveys: Situated in the County of Stark, State of Ohio, and in the Township of Plain, and bounded and described as follows: And known as and being Lot No. 331 in Avondale Allotment No. 2, as the same is recorded in Plat Book 19, Pages 52 to 55 of the Stark County Plat Records, together with and subject to all easement, conditions and restrictions set forth and contained in deed from Avondale Inc. to Mary A. Westrick, recorded in Volume 990, Page 13 of the Stark County Deed Records, to which reference is hereby made for a full and complete statement thereof.

No. 25.

Carol Lynne Carter,

POWER OF ATTORNEY  
Dated - April 5, 1968  
Rec'd - April 5, 1968  
Volume 11, Page 378.

to

Fred R. Carter.

Grant power "to sell any real estate which I may own or hereafter acquire or have an interest in, and to sign, seal, acknowledge and deliver a deed for said real estate and to receipt for any purchase monies due me from said sale; also, to borrow upon the security of any of my real estate now owned or hereafter acquired, and to sign and deliver a note for the payment thereof, and to sign, seal and deliver, as collateral thereto, a mortgage upon said real estate.

L I E N S

No. 26.

Fred R. Carter and  
Carol Lynne Carter, his wife,  
By Fred R. Carter,  
her Attorney-in-Fact, and  
William B. Rearick and  
Marianne Rearick, his wife,

Mortgage - \$32,000.00  
Dated - April 30, 1971  
Rec'd - April 30, 1971  
Volume 3530, Page 140.  
NOT CANCELLED.

to

*Cancelled record  
August 2, 1971*

The Citizens Savings Association.

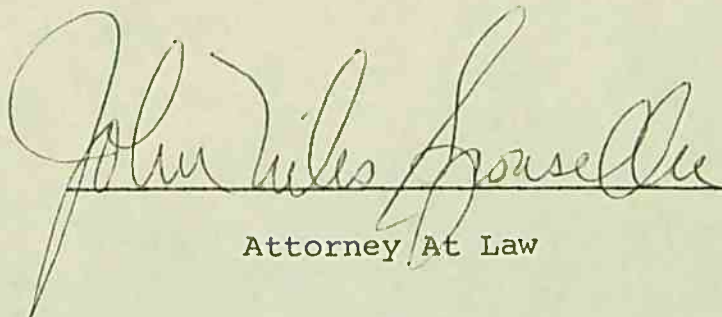
Covers the premises described in Section No. 24 above.

\* \* \* \* \*

I hereby certify that the foregoing instruments are the only instruments filed for record since and including the 28th day of April, 1971, 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

April 30, 1971

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

Attorney At Law

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

No. 27

No Deeds of Conveyance.

L I E N S

No. 28

No Mortgages.

No. 29

No Leases, Mechanic's Liens or Security Interests.

No. 30

TAXES: Ethel D. Maratta Wh 331  
Land Value \$2040 Building Value \$8590  
Due June, 1971, in the sum of \$226.95 have been paid.  
Parcel #52-06983

No. 31

No Special Assessments listed on the Tax Duplicate.

No. 32

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

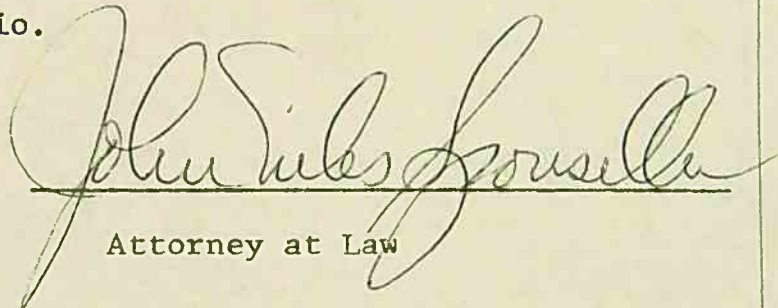
No. 33

No Guardianship or other proceedings in the Probate Court  
of Stark County, Ohio.

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. 27 to 34 inclusive, was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument filed for record since and including the 30th day of April, 1970, 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.

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

Canton, Ohio

August 6th, 1971

at 9:00 A.M.

SHORT FORM CONTINUATION

No. 35

Fred R. Carter, married, and  
William B. Rearick, married

Warranty Deed - \$1.00  
Dated - August 6, 1971  
Rec'd - August 10, 1971  
Volume 3545, Page 653

to

John D. Howington and  
Ruth A. Howington

Conveys: Situated in the Township of Plain, County of Stark and State of Ohio: Known as and being Lot Number Three Hundred Thirty-one (#331) in Avondale Allotment No. 2, as the same is recorded in Plat Book 19, Page 52, of the Stark County Plat Records.

Together with and subject to all easements, conditions, and restrictions set forth and contained in deed from Avondale Inc. to Mary A. Westrick, recorded in Volume 990, Page 13 of the Stark County Deed Records, to which reference is hereby made for a full and complete statement thereof.

Canton, Ohio August 9, 1971

Consent is hereby given to the transfer of the within property to John D. Howington and Ruth A. Howington in accordance with the restriction applicable to said property.

Joseph A. Buffo Owner of Lot Number 330 By Avondale Home Owners' Association Avondale Community Improvement Association) Attorney in Fact By Ronald Bennington Vice President

Dr. Thomas F. & Catherine J. Graham Owners of Lot Number 332 By Avondale Home Owners' Association Avondale Community Improvement Association), Attorney in Fact By Ronald Bennington, Vice President

NOTE: Marianne Rearick, wife of William B. Rearick; and Carol Lynne Carter, wife of Fred R. Carter, by Fred R. Carter, her Attorney-in-Fact by virtue of a Power of Attorney recorded in Volume 11, Page 378, of Stark County Records, release dower only.

No. 36

John D. Howington and  
Ruth A. Howington,  
husband and wife

Mortgage - \$34,400  
Dated - August 10, 1971  
Rec'd - August 10, 1971  
Volume 3565, Page 157  
NOT CANCELLED

*Cancelled*  
*See record*  
The Citizens Savings Association

Covers premises described in the preceding section.

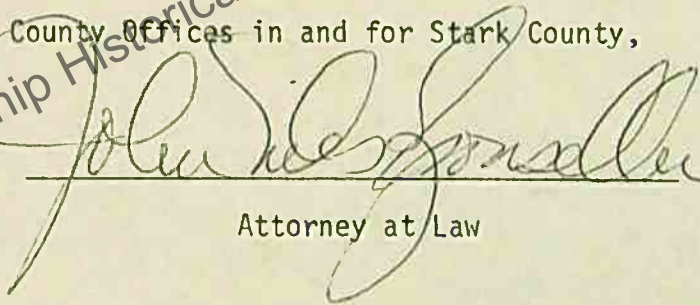
\*\*\*\*\*

I hereby certify that the foregoing instruments are the only instruments filed for record since and including the 6th day of August, 1971, 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

August 10, 1971

Plain Township Historical Society

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

CONTINUATION

to the foregoing Abstract of Title to Lot No. 331 in Avondale Allotment No. 2, Plain Township Stark County, Ohio, since and including August 10, 1971.

ITEM 1.

There are no deeds.

ITEM 2.

There are no mortgages.

ITEM 3.

There are no old age pension liens.

ITEM 4.

There are no leases or mechanic's liens.

ITEM 5.

There are no personal tax, Federal tax, recognizance bond or unemployment compensation tax liens.

ITEM 6.

There are no financing statements or security instruments shown by the real estate mortgage indexes.

ITEM 7.

There are no proceedings in the Probate Court for guardianship, lunacy, feeblemindedness or epilepsy.

ITEM 8.

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

ITEM 9.


TAXES: June, 1972 payment -- PAID.

ITEM 10.

I have made no search for special assessments, except as noted above, nor for conveyances, agreements, leases or mechanic's liens not filed of record at the date hereof, nor for the rights of parties in possession not shown of record, nor for pending suits or judgments in any court other than the Common Pleas Court of Stark County, Ohio.



I hereby certify that the foregoing Continuation of Abstract of Title consisting of 10 Items was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to the premises as described by the General Indexes in the several County offices in and for Stark County, Ohio, since and including August 10, 1971, to the date hereof.

  
\_\_\_\_\_  
William S. Heichel, Attorney at Law

Canton, Ohio  
October 5, 1972  
8:00 A.M.

CONTINUATION

to the foregoing Abstract of Title to Lot No. 331 in Avondale Allotment No. 2, Plain Township, Stark County, Ohio, since and including October 5, 1972.

ITEM 1.

There are no deeds.

ITEM 2.

John D. Howington and Ruth A. Howington, husband and wife to ~~STARK COUNTY ABSTRACT COMPANY~~ Mortgage Deed - \$65,600.00 Dated - October 9, 1972 Rec. for Rec. - October 10, 1972 Volume 3680, Page 13  
~~July 11, 1978~~  
The Citizens Savings Association ~~Manager~~

Covers premises abstracted and other premises.

ITEM 3.

There are no old age pension liens.

ITEM 4.

There are no leases or mechanic's liens.

ITEM 5.

There are no personal tax, Federal tax, recognizance bond or unemployment compensation tax liens.

ITEM 6.

There are no financing statements or security instruments shown by the real estate mortgage indexes.

ITEM 7.

There are no proceedings in the Probate Court for guardianship, lunacy, feeblemindedness or epilepsy.

ITEM 8.

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

ITEM 9.

TAXES: June, 1972 payment -- PAID.

ITEM 10.

I have made no search for special assessments, except as noted above, nor for conveyances, agreements, leases or mechanic's liens not filed of record at the date hereof, nor for the rights of

parties in possession not shown of record, nor for pending suits or judgments in any court other than the Common Pleas Court of Stark County, Ohio.

\* \* \*

I hereby certify that the foregoing Continuation of Abstract of Title consisting of 10 Items was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to the premises as described by the General Indexes in the several County offices in and for Stark County, Ohio, since and including October 5, 1972, to the date hereof.

  
\_\_\_\_\_  
William S. Heichel, Attorney at Law

Canton, Ohio  
October 10, 1972  
9:41 A.M.

CONTINUATION

Short Form Continuation to an Abstract of Title beginning October 10, 1972 and relating to Lot 331 In Avondale Allotment No. 2 as recorded in Plat Book 19 Pages 52 to and including page 55 of the Stark County Plat Records. Said allotment is located in the Township of Plain, County of Stark and State of Ohio and ending at the date and time shown at the end hereof.

No. 1

John D. Howington  
3805 Blackburn Rd. N.W.  
Canton, Ohio  
and

Ruth Ann Howington  
3805 Blackburn Rd. N.W.  
Canton, Ohio

Dissolution of Marriage  
1978 Apr. 25 - Petition, Waiver of  
Summons, & Separation Agree-  
ment filed. (Hearing: 6-6-78)  
1978 June 6 - Decree of Dissolution  
of Marriage. See Entry. DR185/  
155  
1978 6/9 Cost bill filed.

The Court granted an absolute dissolution of marriage and approved a Separation Agreement whereby it was agreed among other things:

7. "Husband and Wife agree that their residence at 3805 Blackburn Road, N.W., Canton, Ohio, shall be sold and the net proceeds, after all expenses of said sale, shall be equally divided between the Parties."

No. 2

No deeds to said premises have been filed for record since and including the date shown above.

No. 3

No mortgages, land contracts or security agreements affecting said premises have been filed for record since and including the date shown above.

No mechanics liens, leases, judgments, foreign executions or pending suits.

No federal or personal property tax liens. No bond, unemployment compensation or workmen's compensation liens.

No proceedings in the Probate Court of Stark County, Ohio, affecting the title to said premises.

The following TAX and ASSESSMENT DATA appears on the current Treasurer's Duplicate:

TAXES: Parcel No. 52-06983

June 1978 installment covering the last of 1977 is now due and payable in the amount of \$213.65 which reflects a 10% rollback and inflation reduction.

ASSESSMENTS: None shown on duplicate.

Except as shown above no search has been made for street, sewer, or other special assessments nor for suits or judgments in Courts other than the Common Pleas Court of Stark County, Ohio.

We hereby certify that we have collated the foregoing CONTINUATION, from the Official Records of Stark County, Ohio, and that we believe the same shows every instrument of record affecting the title to said premises as shown by the General Indexes in the various County Offices; that all instruments shown herein are regular in form and properly executed unless otherwise noted.

Prepared by a member of The Ohio Title Association.

STARK COUNTY TITLE COMPANY

By: W. D. Linton  
Exec. Vice President

Plain Township Historical Society

Canton, Ohio  
June 21, 1978 @  
8:30 A.M..

SHORT FORM CONTINUATION

No. 5

John D. Howington and  
Ruth A. Howington,  
both unmarried,  
to  
John J. Stalica and  
Martha V. Stalica.

Warranty Deed \$1.00  
Dated \_\_\_\_\_, 1978  
Acknw June 27, 1978  
Rec'd June 30, 1978  
Vol. 4087, Page 520

Conveys Lot No. 331 in Avondale Allotment No. 2, Plain Township, Stark County, Ohio, as recorded in Plat Book 19, Page 52 of the Stark County Plat Records.

Subject to easements, conditions and restrictions as set forth and contained in deed from Avondale Inc. to Mary A. Westrick, recorded in Volume 990, Page 13 of the Stark County Deed Records.

Consent given by adjoining lot owners by Anthony E. Efremoff, Vice President of Avondale Community Association to the within transfer.

No. 6

John J. Stalica and  
Martha V. Stalica,  
husband and wife,  
to  
First Federal Savings &  
Loan Association of Dover.

Open End  
Mortgage \$73,600.00  
Dated June 28, 1978  
Rec'd June 30, 1978  
at 2:31 P. M.  
Vol. 4123, Page 150  
NOT CANCELLED

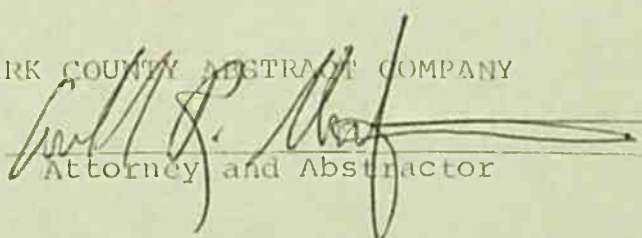
Covers Lot No. 331 in Avondale Allotment No. 2, Plain Township, Stark County, Ohio, as recorded in Plat Book 19, Page 52 of the Stark County Plat Records.

Subject to the above matters.

\* \* \* \* \*

I hereby certify that the above Short Form Continuation shows the only matters which have been filed or left for record affecting the title to said premises as shown by the General Indexes in the several County Offices in and for Stark County, Ohio, and that my search includes deeds, land contracts, mortgages, financing statements, security interest liens, leases, mechanic's liens, personal tax liens, federal tax liens, Division of Aid for the Aged liens, recognizance bond liens, unemployment compensation liens, Workmen's Compensation liens, judgments, pending suits, foreign executions, taxes, assessments, and also all estates and other matters in the Probate Court of said County, since and including June 21, 1978 at 8:30 A. M.

CANTON, OHIO  
  
June 30, 1978  
at 2:31 P. M.

STARK COUNTY ABSTRACT COMPANY  
By   
Attorney and Abstractor

CONTINUATION

CONTINUATION to Abstract of Title to Lot Number Three Hundred Thirty-one (331) in Avondale Allotment No. 2, Plain Township, Stark County, Ohio, showing changes in title thereto since and including June 30, 1978.

No. 7

Affidavit  
Filed: April 4, 1979  
at 11:25 a.m.  
Volume 4163, Page 128

See copy of Affidavit attached hereto.

No 8.

No deeds have been filed of record during the period of this Continuation.

No. 9

No mortgages or land contracts have been filed of record during the period of this Continuation.

No. 10

No leases or mechanic's liens have been filed of record during the period of this Continuation.

No. 11

No personal property tax liens, severance tax liens, federal tax liens, recognizance or surety bond liens, nor old age pension liens or unemployment compensation liens have been filed of record during the period of this Continuation.

No. 12

There are no financing statements nor security instruments shown by the real estate mortgage indices as having been filed during the period of this Continuation.

No. 13

No proceedings in the Probate Court, which in any way affect title to the premises herein abstracted, have been filed during the period of this Continuation.

No. 14

There are no pending suits, living judgments or foreign executions which are living liens upon the premises herein abstracted.

No. 15

TAXES: District 52 Parcel No. 06983  
Description: 331 WH  
Valuation: Land \$7,770; Building \$17,220  
Taxes for the first half of the year 1984 in the amount of \$339.82 are paid.

NOTE: They are on the five payment plan and owe \$167.03 with the first half and \$167.01 with the second half taxes and they will be current.

No assessments appear on the tax duplicate.

No search has been made for street, sewer, or other special assessments not indicated on the tax duplicate.

No search of Federal Court records has been made.

-----

I hereby certify that the foregoing Continuation, consisting of Items No. 7 through 15, inclusive, was collated under my direction from the official records of Stark County, Ohio, and from the Indices of the U.S. Bankruptcy Court in said county, and I believe the same is correct and shows every instrument filed for record affecting the title to said premises since and including June 30, 1978, as shown by the General Indices in the several county offices in and for Stark County, Ohio, and matters in the Bankruptcy Court sitting in said county.

MIDWEST TITLE AGENCY CO.

By: W. D. Linton  
W. D. Linton  
Executive Vice President

Canton, Ohio  
March 11, 1985  
at 8:00 a.m.



STATE OF FLORIDA )  
 )  
 ) SS  
COUNTY OF BROWARD )

AFFIDAVIT

ALBERT B. ARBAUGH, being duly sworn, deposes and says that he is the former Vice President of Avondale, Inc., an Ohio Corporation.

Affiant further says that said corporation was dissolved on or about December 17, 1960.

Affiant further says that on or about May 11, 1956 Avondale Inc. executed and delivered a certain assignment, recorded in Volume 10, Page 117 of Stark County Assignment Records, naming as Assignee Avondale Home Owners Association, erroneously therein designated as a Corporation not for profit (which it was not in fact), its successors and assigns.

Affiant further says that it was the intent of Avondale, Inc. by said Assignment to transfer, assign and set over to Avondale Community Improvement Association, a corporation not for profit, then duly incorporated and then existing, all rights reserved to Avondale, Inc. referred to in said assignment, said Avondale Community Improvement Association at that time being commonly known and referred to by the name Avondale Home Owners Association.

Affiant further sayeth naught.

*Albert B. Arbaugh*  
ALBERT B. ARBAUGH

Sworn to and subscribed in my presence this 2<sup>nd</sup> day of

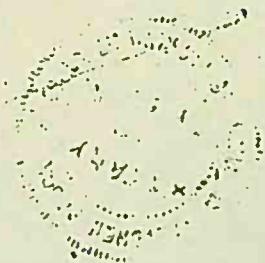
April, 1979.

*W. Mervin Powell*  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE,  
MY COMMISSION EXPIRES MARCH 28, 1982.

RECEIVED FOR RECORD	
APR 4 - 1979	
11:25	Book A M
RECORDED	APR 5 1979
In Stark County Rec 128	
Vol. 4163	Page
KENNETH L. MOULTON	Recorder
Fee	4.00
	5.00
	4.50

*cross reference*



VOL 4163 PAGE 128