

COOPER, Larry (Velma E.)
2910 - 25th St., N.W. - Blkt. 6486
3218 - 10th Street, N.W.
Canton, Ohio 5-25-60
\$15,550 Reg. 6 1/2% 156.00

Property of
Plain Township
Historical Society

ABSTRACT OF THE TITLE

TO ST

PART OF THE SOUTHEAST QUARTER

OF SECTION 31, TOWNSHIP 11 (PLAIN),

RANGE 8, STARK COUNTY, OHIO.

The home on this property sits on
the original estate of Andrew Meyer
Of Meyer's Lake

Plain Township Historical Society

AN ABSTRACT OF TITLE to the east one half of the following described tract of land located in the southeast quarter of Section #31, Township #11, and Range #8, in Plain Township, Stark County, Ohio, and more particularly described as follows: Beginning at the north east corner of said quarter; thence north eighty-seven (87) degrees west seventeen (17) chains and sixty-six (66) links to the north east corner of what was known as Trout's land and being a point in the quarter line; thence south three (3) degrees west twenty (20) chains and fifteen (15) links to the northwest corner of the land formerly owned by the Patton heirs; thence south eighty-seven (87) degrees east twenty-five (25) links; thence north three (3) degrees and ten (10) minutes east fourteen (14) chains and forty-eight and two-thirds ($48 \frac{2}{3}$) links; thence south eighty-seven (87) degrees east seventeen and forty-one hundredths (17.41) chains to the east quarter line; thence north on said line five (5) chains and sixty-six and one third ($66 \frac{1}{3}$) links to the place of beginning, subject, however, to a right of way one rod wide on the east, north and west sides of said tract, said each half of said tract containing five and eighteen hundredths acres, (5.18 acres).

No. 2

James Madison,
President of U. S.,
to

Patent

dated June 7, 1814

recorded July 5, 1882

Andrew Boyer,

Volume 188, Page 252

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

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

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

No. 4

Andrew Boyer & wife,
to
John Sterling.

Warranty Deed \$500.00
Dated and ack'd Jan. 3, 1882
Rec. for Rec. Apr. 3, 1882
Vol. E. Page 31

Conveys the South East Quarter of Section #31, Township #11, Range #8.

No. 5

John Sterling's Estate.

- 1823 Sept. 20 Letters of Administration
James W. Lathrop and
George Dunbar.
- 1824 Aug. 21 List of sales filed.
- 1824 Aug. 21 List of property taken by
widow filed.
- 1824 Nov. --- Inventory filed.
- 1824 Dec. 20 Schedule of debts and
credits filed.
- 1825 June 20 Administrator allowed 6
months.
- 1829 May 26 Inventory of Bank Stock

Plain Township Historical Society

filed

1829 June 19 Sale of Bank Stock filed.

1831 Nov. 5 Final account filed.

Administrator'd Docket A., Page 107.

No. 6

George Binkley &
Frances, his wife,
vs.
Eliza Sterling
et al.

IN PARTITION.

1826 Jan. 12 Petition filed.

1826 Jan. 12 J. W. Lathrop appointed
Guardian Ad Litem.

1826 Apr. 21 Petition accepted writ
issued.

1826 May 15 Writ of partition issued.

1826 Aug. 8 Report of Commissioners
made, order to sell etc.

1826 Nov. 3 Sheriff's report of sales
as to Out Lot, near
Rowland's Mill dam, set
aside for irregularity in
Sheriff's proceedings
and another sale thereof
ordered.

1827 May 23 Sales approved and dis-
tribution ordered.

Appearance Docket E, Page 83

Record Volume H, Page 106.

PETITION:-Recites that plaintiffs in the right of said Frances
Binkly are entitled to the undivided 1/9 part of
the south east Quarter of Section #31, Township #11,
Range #8, as tenants in common with Eliza Sterling, Maria Sterling,

Margaret Sterling, Catharine Sterling, Marinda Sterling, Matilda Sterling, John Sterling and Jacob Sterling, in all of which lands Elizabeth Sterling widow and relict of John Sterling deceased is entitled to dower, that they claim title to said lands as heirs at law of said John Sterling deceased, that all said parties reside in Stark County. Plaintiffs pray for partition &c.

S A L E :-Sheriff reports having sold said premises to Andrew Myers.

Sale confirmed and deed ordered.

No. 7

Timothy Reed, Sheriff
of Stark County,
to
Andrew Myers.

Sheriff's Deed—\$550.00
Dated and Ack'd May 23, 1827
Rec. for Rec. June 5, 1827
Vol. F, Page 702

Conveys South East Quarter of Section #31, Township #11, Range #8, and other premises.

No. 8

Andrew Meyer's
Will

Dated June 24, 1841
Probated July 4, 1848
Rec. for Rec. in Will Vol.B, Page 454.
Stark County Probate Office.

I, Andrew Meyer of Stark County, Ohio, do make and publish this my last will and testament in manner following viz:-

1st:- *I give and devise unto my wife Cordelia, the use of the house in which we now reside, together with all the furniture therein, during her natural life, in addition to the

dower in my estate, to which she is by law entitled."

2nd:- "I give and devise unto my daughter, Elizabeth Cassilly the north west quarter of Section #6, Township #10, Range #8, in said County, and the North West Quarter of Section #7 in the same Township, it being my intention that during her life she hold and enjoy the same, together with the rents and issues thereof, independent of her husband or of his creditors, and that on her death should she have children, then the same to vest in them. But should she die without issue then to vest in her brothers and sisters, or their legal representatives."

3rd:- "I give and devise to my daughter, Alena Patton, the South West Quarter of Section #6, in Canton, in said County; also lot #5 in the Town of Canton in said County; also the two acre tract lying west of and adjoining to the Town of Canton aforesaid, it being my intention by this will and that she hold the same on the same terms and conditions as it is above declared that said Elizabeth hold the lands above devised to her."

4th:- "I give and devise to my son, Francis I. Meyer, the North West Quarter of Section #31, Plain Township, in said County, and the south west quarter of same section, 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."

5th:- "I give and devise to said Elizabeth, Alena and Francis J., the south east quarter of same Section, said tract to be divided in the middle from north to south or east to west, as will give the most equitable division of the timber on said quarter, said Francis J., taking one-half and said Elizabeth and Alena the other, and each of them to hold the same in the same manner and on the same terms and conditions as

specified in the foregoing bequests. I also give and devise to said Francis J., all the stock, tools and utensils on the farm on which he now lives.*

6th:- "I give and devise to my sons, Andrew and Joseph, all the remainder of the land I bought of Bezaleel Wells, (Lying in said Stark County) by deed dated September 11, 1817, recorded in Book "C", Pages 439, 40, 41, in the records of said County, it being my will that Andrew take the east and Joseph the west side portion in equal shares, and that it is my will that on the death of my wife said wife have the house where I now reside in addition to the one-half of land."

7th:- "I give and devise to my said son Andrew the tract of land in said County, bought of me of John Shorb by deed dated January 7th, 1831, and recorded in Book "I", Page 155-6 of the records of said County, it being my intention by these bequests to said Andrew and Joseph that they hold the lands above devised to them in the same manner and on the same terms and conditions as said Francis J., is to hold the lands above devised to him."

8th:- "I do constitute Andrew and Joseph Meyer, Executors of this my last will and testament and it is my will that after my death as soon as may be conveniently done they sell the property owned by me on Frederick Street, Baltimore, and invest the avails here by loaning the same on real estate security and out of the interest or interests of other moneys, pay Margaret Hossafross the sum of One Hundred and Twenty Dollars per annum, during her life, provided she remains single."

9th:- "It is my will that the rest of my estate in Baltimore, shall remain as at present, as long as the law will

allow, drawing rent and the land to be divided equally among my children and their legal representatives.

My Bank Stock also to remain unsold and the dividends divided in the same manner, and any money I may have at interest, the interest to be divided in the same manner and the principal, as fast as the same may be paid to be reinvested and the interest divided as aforesaid."

10th:- "In case of the death of Francis J., Andrew or Joseph, leaving a widow, she is to be paid by my Executors from my personal estate, Five Hundred Dollars: provided, however that should they or either of them have received from Item #9, before his or their death the sum of Five Hundred Dollars, then his or their widow to receive nothing on his or their death."

11th:- "It is my will that the wood land on the tract devised to Andrew and Joseph be divided by three men appointed by the Court of Common Pleas of said County and that each get equal portions in value thereof."

12th:- "The stock and farm utensils that may be on the farm where I now live, after the death of my wife, are to be equally divided between said Andrew and Joseph, and each are also to have the right equally to use the saw mill."

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the 24th. day of June, 1841.

(Signed) "Andrew Meyer". (SEAL)

Signed, published and declared by the said Andrew Meyer, as and for his last will and testament in presence of us, who at his request have signed the same as witnesses.

(Signed) "H. Griswold",

"E. P. Grant."

Andrew Meyer's
Estate.

1848 July 4 Letters testamentary
granted to Joseph Meyer,
and Andrew Meyer, Jr.
1848 July 9 Bond Filed and Letters
issued.
1848 Oct. 3 Inventory filed.
1848 Oct. 5 Sales List filed.
1849 May 26 Second Sales list filed.
1850 Apr. 17 Partial Account filed.
1849 July 24 Exceptions filed.
1851 Sept. 30 Second Partial account
filed.
1852 Dec. 27 Third Partial Account
filed.
1854 Feb. 4 Final account filed.
1855 Jan. 6 Executors resign.
Administrator's Docket B, Page 281.

No. 10

Andrew Meyer's
Estate.

1855 Jan. 22 Francis J. Meyer and
Thomas Patton, Adminis-
trators de bonis non
with will annexed.
1855 Jan. 22 Bond Filed.
1855 Jan. 22 Letters issued.
1859 Mch. 17 Partial account filed.
1859 Nov. 15 Additional bond filed.
1860 Nov. 19 Second partial account
filed.
1865 Jan. 3 Third partial account

filed.

1871 Apr. 15 Final account filed.

Administrator's Docket D, Page 128.

Andrew Meyer's
Estate.

No. 11

1871 May 15 Joseph A. Meyer, Adminis-
trator de bonis non.

1871 May 15 Bond filed.

1871 May 15 Letters issued.

1874 May 27 Final account filed.

1875 Apr. 24 Distributive account
filed.

Administrator's Docket E, Page 293.

No. 12

Francis J. Myer &
Caroline A. R., his wife,
to
Thomas Patton, &
Alena Patton,
his wife,
James H. Cassilly &
Elizabeth Cassilly,
his wife.

Quit Claim Deed--\$1.00

Dated and Ack'd Apr. 9, 1849

Rec. for Rec. Apr. 9, 1849

Vol. 41, Page 512.

"Whereas, Andrew Myer, late of Stark County and
State of Ohio, deceased, by his last will and testament devised
and bequeathed unto Elizabeth Cassilly, Alena Patton and Francis
J. Myer the South East Quarter of Section #31, Township #11,
Range #8, said tract to be divided in the middle from north to
south or east to west, so as to give the most equitable divis
of the timber on said quarter, said Francis J. Meyer tak
half and said Elizabeth and Alena the ballance and ea
to hold said premises as an estate intail, and wh

10th. of January, 1849, Francis J. Myer, for himself and James H. Cassilly and Thomas Patton, on behalf of their wives the said Elizabeth and Alena respectively agreed with each other in writing to submit amicably the division of said quarter of land to Arnold Lynch, Samuel C. Frey and Harman Stidger, for them to make division of the same in accordance with the terms of said will or as nearly in accordance with its terms as comports with an equitable division of said quarter section and the timber thereon and by the said agreement ratifying and confirming the acts and division contemplated.

And whereas, on the 11th. day of January, 1849, said committee proceeded in accordance with the terms of said agreement and said last will and testament to make partition of the said South East Quarter of Section #31, Township #11, Range #8, and on said day last aforesaid made the following:

That they sett off and assigned to Elizabeth, wife of said James H. Cassilly to be by her held in severalty, the north east part of said quarter, bounded as follows:- Beginning at the north east corner of said quarter; thence southerly with the east boundary of said quarter section 19 chains and 97 links to the center of said east line; thence west with the middle line of said quarter 17 chains and 53 links to a post; thence north to the north line of said quarter section 19 chains and 97 links; thence east 17 chains and 53 links to the beginning, containing 35 acres.

That they set off and assigned to Alena Patton to be by her held in severalty the south east part of said quarter section: Beginning at the south east corner of said quarter; thence north with the east line of said quarter 19 chains and 97 links to the middle of said quarter; thence west along the south line of the tract assigned and set off to Elizabeth Cassilly 17 chains and 53 linke; thence south to the south line

of said quarter 19 chains and 97 links; thence east 17 chains and 53 links to the place of beginning, containing 35 acres.

And the said Committee set off and assigned to said Francis J. Myer to be held by him in severalty all the remainder of said quarter section being about 95 acres.

"Two 35 acre tracts situate in the South East Quarter of Section #31, Township #11, Range #8, being the same two tracts so as aforesaid set off and assigned to the said Alena Patton and Elizabeth Cassilly by said Committee appointed under said agreement aforesaid made by said Francis J. Myers, for himself and Thomas Patton and James H. Cassilly on behalf of their wives the said Alena and Elizabeth."

NOTE:- Grantors sign deed "F. J. Myer," & "C. A. R. Myer."

No. 13

| | |
|----------------------|-------------------------------|
| James H. Cassilly & | Quit Claim Deed--\$1.00 |
| Elizabeth, his wife, | Dated and Ack'd April 9, 1849 |
| to | Rec. for Rec. April 9, 1849 |
| Thomas Patton & | Vol. 41, Page 510 |
| Alena Patton. | |

Same recital as in deed from Francis J. Meyer and wife to Thomas Patton, et al, as noted in foregoing section.

And whereas, said Francis J. Myer and Caroline A. R. Myer, his wife, by their certain quit claim deed dated on the 9th. day of April, 1849, remised and released and forever quit claimed unto said Thomas Patton and Alena Patton, his wife, James H. Cassilly, and Elizabeth, his wife, all their right,

title, interest and claim in and to said two 35 acre tracts of land so as aforesaid set off and assigned to said Alena Patton and Elizabeth Cassilly by said Committee appointed as aforesaid under said agreement made as aforesaid by said Francis J. Myer for himself and said Thomas Patton and James H. Cassilly on behalf of their wives the said Alena Patton and Elizabeth Cassilly, all our title, interest and estate, legal and equitable with the appurtenances in and to said 35 acre tract of land, situate in the south east quarter of section #31, Township #11, Range #8, which said quarter of land was devised in common by Andrew Myer deceased, in his last will and testament to Francis J. Myer, Alena Patton and Elizabeth his wife, and more particularly described as the 35 acre tract so as aforesaid set off and assigned to said Alena Patton by said committee appointed under said agreement aforesaid made and entered into by said Francis J. Myer, for himself and Thomas Patton and James H. Cassilly on behalf of their wives the said Alena and Elizabeth as aforesaid.

And we, the said James H. Cassilly and Elizabeth Cassilly, wife of said James H. Cassilly, do hereby agree and covenant with the said Thomas Patton and Alena Patton, his wife, to give and grant a right of way to them the said Thomas Patton and Alena Patton, his wife, their heirs and assigns forever through the premises so as aforesaid set off and assigned by said Committee aforesaid to said Elizabeth Cassilly, said road to be cut to suit the conveince of said Patton and wife, through such portion of said real estate as will do the least possible injury to the same.

Thomas Patton & Quit Claim Deed--\$1.00
Alena, his wife, Dated and Ack'd April 9, 1849
to Rec. for Rec. April 9, 1849
James H. Cassilly & Vol. 41, Page 506
Elizabeth Cassilly,
his wife.

Same recital as in deed noted at #12 above.

All our right, title, interest and estate, legal and equitable with the appurtenances in and to said 35 acre tract of land, situated in Stark County and State of Ohio, and in the south east quarter of section #31, Township #11, Range #8, which said quarter of land was devised in common by Andrew Meyer, deceased in his last will and testament to Francis J. Meyer, Alena Patton and Elizabeth Cassilly as aforesaid and being one of said 35 acre tracts so as aforesaid remised released and quit claimed by Francis J. Meyer and wife to said Thomas Patton and Alena his wife, James H. Cassilly and Elizabeth his wife and more particularly described as the 35 acre tract so as aforesaid set off and assigned to said Elizabeth Cassilly by said Committee appointed under said agreement aforesaid made and entered into by said Francis J. Meyer for himself and Thomas Patton and James H. Cassilly on behalf of their wives the said Alena and Elizabeth as aforesaid.

Elizabeth Cassilly's
Estate.

1882 Mch. 6 Will Probated.
1882 Mch. 6 Will Recorded.
1882 Mch. 6 Application filed.
Lawrence Bechel, Executor.
1882 Mch. 6 Bond filed.
1882 Mch. 6 Letters issued.
1882 June 5 Inventory and appraise-
ment filed.
1883 June 30 Sale bill Filed.
1883 June 30 First and final account
filed.

Administrator's Docket F, Page 424.

THE STATE OF OHIO, STARK COUNTY SS:-

L. Bechel, being duly sworn says, that on the 28th day of February A. D., 1882, he served the within notice by delivering a true copy thereof to the within named Francis J. Patton, Thomas A. Patton, Mary M. Haines, William Meyer, George Meyer and Henry Meyer.

(Signed) "Lawrence Bechel",

Subscribed in my presence and sworn to before me this 6th day of March, A. D., 1882.

(Signed) "S. Meyer".

We, the undersigned persons within named, hereby acknowledge service of the within notice, this 28th day of February A. D., 1882.

"Caroline Trout",

"Isabella Wielandt",

"George H. Patton,"

"John Meyer",

"William S. Patton",

"Catharine A. Meyer,
Guardian.

"Lillie Blake",
"J. A. Meyer",
"Frank J. Meyer",
"Louisa C. Meyer",

"C. C. Meyer",
"Mrs. M. E. Wolf",
"E. J. Meyer",
"Helen C. Patton Meyer".

No. 16

Joseph A. Meyer,

vs.

Frank J. Meyer,

Caroline E. Trout &

Joseph Trout,

Mary M. Haines, &

Monroe W. Haines,

Andrew Meyer,

Joseph Meyer,

William Meyer,

John Meyer,

Louisa C. Meyer,

Margaret E. Wolf &

George H. Wolf,

Isabella Weilandt &

George A. Weilandt,

Elizabeth O. Blake, &

John F. Blake,

Edward Meyer,

George Meyer,

Harry Meyer,

Celeste Meyer,

Thomas A. Patton,

Francis J. Patton,

PARTITION.

1882 Feb. 15 Petition and praecipe
filed.

1882 Feb. 16 Summons to Stark County
issued.

1882 Feb. 16 Summons issued and handed
to plaintiff's attorneys.

1882 Feb. 20 Summons returned endorsed
February 15, 1882, at
2 o'clock P. M. I received
this summons and served
the within named George
Meyer and Harry Meyer,
personally by delivering
them an attested copy
thereof, February 20,
1882. H. Altekruise,
Sheriff.

1882 Feb. 24 Summons returned endorsed.
February 16, 1882, at 2 o'clock P. M.,
I received this summons and the within
named Thomas A. Patton was not found in
my County, Feb. 24, 1882.

H. Altekruise, Sheriff.

George M. Patton, 1882 Mch. 9 Praecipe for Alias summons
 Mary E. Rothermel & filed.
 Peter Rothermel, 1882 Mch. 9 Alias summons issued for
 Edward L. Patton, Caroline and Joseph Trout.
 Charles A. Patton & 1882 Mch. 9 Praecipe for Alias summons
 William S. Patton, filed.
 John A. Patton, 1882 Mch. 9 Second Alias summons
 Helen C. Meyer, issued.

1882 Mch. 14 Alias summons returned
 endorsed: March 9, 1882.

at 2 o'clock P. M., I received this
 summons and served the within named
 Caroline & Trout and Joseph A. Trout,
 by leaving an attested copy of this
 summons at their usual place of residence
 March 14, 1882.

H. Altekruise, Sheriff.

1882 Mch. 14 Second Alias summons re-
 turned endorsed: March 9

1882, at 2 O'clock P. M., I received
 this summons and served the within
 named William Myers personally be deli-
 vering him an attested copy thereof.
 March 14, 1882.

H. Altekruise, Sh

1882 Apr. 3 Summons r

t

endorsed:

within name

of the within

00

this

our appearance in the within entitled cause: Frank J. Meyer, Mary M. Haines, Monroe W. Haines.

"No. 2 endorsed: "Feb. 27, 1882, I, the within named defendant hereby accept service of the within summons and enter my appearance in the within entitled cause. Andrew Meyer.

No. 3 endorsed: "We the within named defendants hereby accept service of the within summons and enter our appearance in the within entitled cause.

George M. Patton, E. J. Meyer, Helen C. Meyer, William S. Patton, Francis J. Patton.

No. 4 endorsed: "February 24, 1882, We, the undersigned defendants in the within cause hereby accept service of the within summons and enter our appearance therein, John F. Blake, E. O. Blake, C. C. Meyer.

No. 5 endorsed: Feb. 24, 1882, We the within named defendants hereby accept service of the within summons and enter our appearance in the within entitled cause. Charles A. Patton, John A. Patton.

No. 6 endorsed. "February 28, 1882, I Joseph Meyer, the within named defendant hereby accept service of the within summons and enter my appearance in the within cause, Joseph F. Meyer.

No. 7 endorsed: "February 24, 1882, We the undersigned named defendants hereby accept service of the within summons and hereby enter our appearance in the within entitled cause. Isabella Wielandt, George A. Wielandt, George H. Wolf, Margaret E. Wolf, Louisa C. Meyer and John H. Meyer.

No. 8 endorsed: "February 28, 1882, We, the undersigned named defendants hereby accept service of the within summons and enter our appearance in the within entitled cause, Mary E. Rothermel,

P. Rothermel.

1882 Apr. 4 Praecipe for summons and copy of petition filed.

1882 Apr. 4 Summons and copy of petition issued.

1882 Apr. 18 Summons and copy of petition returned, endorsed:

The State of California, Alameda County,

SS:- Peter Rothermel, being duly sworn

says, that on the 14th day of April, 1882

he served upon the within named Edward

H. Patton a true copy of the within

petition and a true copy of the summons

thereto attached by delivering to him

personally said copies respectively with

the endorsements thereon.

P. Rothermel.

Sworn to before me and subscribed in my presence this 14th day of April, 1882.

(Seal) "N. W. Palmer, Notary Public."

1882 May 15. T. C. Meyer appointed

Guardian ad litem.

1882 May 15 Answer of T.C.Meyer filed.

1882 May 16 Answer of Guardian ad
litem filed.

1882 May 16 Partition ordered by
the oaths of H. W. Hossler,
John W. Walser and J.F.
Roth.

1882 May 17 Order of partition issued.

1882 May 31 Order of partition returned
endorsed: I hereby certify

that I have executed this order by the
oaths of the within named Commissioners
whose report is herewith filed and made
a part of this return, May 31, 1882:

H. Altekruise, Sheriff.

1882 May 31 Report of commissioners
approved and sale ordered.

1882 May 31 Order of sale issued.

1882 July 3 Leave to defendants John
A. Patton and Edward J.
Meyer to answer instanter.

1882 July 3 Answers of John A. Patton
and Edward J. Meyer filed.

1882 July 10 Leave to Joseph A. Meyer
to file supplemental
petition and Wm.S.Patton
to file cross-petition.

1882 July 10 Supplemental petition of

Joseph A. Meyer filed.

1882 July 10 Cross-petition of Wm. S.

Patton filed.

1882 July 10 Order of sale returned

endorsed: Section 7 containing 155

803/1000 acres sold to Elizabeth A.

Harter for \$142.00 per acre, amounting

to \$22,124.02 and Joseph A. Meyer bought

35 acre tract for \$127.00 per acre

amounting to \$4445.00 and the house and

lot in Canton sold to James Lavin for

\$800.00 and the north west quarter of

Section #6, containing 158.42 acres sold

to Catharine A. Meyer, for \$86.00 per acre

amounting to \$13624.98, (for full return,

see writ) H. Altekruise, Sheriff.

1882 July 11 Sale confirmed and deeds

ordered and order of

distribution and cause

continued.

1882 Nov. 18 Decree for Jno. A. Patton

and order of distribution.

Appearance Docket 54, Page 2026.

Record Volume 84, Page 359.

PETITION:- The plaintiff says, about July 1, 1848, one Andrew Meyer, late of Stark County, Ohio, died seized of all the real estate hereinafter described except town lot #1878 in the City of Canton, Ohio and being in his lifetime seized as aforesaid of said real estate, on the 24th. day of June 1841, executed in due form his last will and testament of

that date, which last will and testament was afterwards to-wit:-
on the 4th day of July, 1848, duly admitted to probate in the
Common Pleas Court of Stark County, Ohio, and was duly recorded
in Will Record B, on pages 454, 455 and 456 thereof, (to which
record reference is here made) of the will records of said
County); that by the terms of said will the said Andrew Meyer
devised to Elizabeth Cassilly, his daughter, for and during the
term of her natural life the following described real estate
situate in said Stark County, to-wit:- The north west quarter
of Section #6, Township #10, Range #8, containing one hundred
and sixty acres of land more or less.

Also the north west quarter of section #7, of Town-
ship #10, of Range #8, containing one hundred and sixty (160)
acres of land, more or less.

Also to said Elizabeth Cassilly, Francis J. Meyer
and Allena Patton, the south east quarter of section #31, in
Plain Township, Stark County, the same to be divided in such
manner as that the said Francis J. Meyer should have the one
half thereof and the said Elizabeth Cassilly and Allena Patton
should have between them the other half thereof.

And afterwards to-wit: at the --- term of the Court
of Common Pleas in and for said County such proceedings were
had by and between said parties as that partition of said land
was made between them and there was allotted to said Elizabeth
Cassilly the following described portion of said quarter section
to-wit:- Commencing for a description thereof at the north east
corner of the south east quarter of said section; thence south
along the section line eighty rods; thence west parallel with
the north section line 70 rods; thence north parallel with
the west section line eighty rods; thence east on the quarter

section line seventy rods to the place of beginning, containing thirty five acres of land.

And by the terms of the will the said Elizabeth Cassilly took and held during her life, a life estate and no more and by the terms of said will it was expressly provided that should said Elizabeth Cassilly die without issue, then in that event all of the aforesaid and described real estate was to pass to the brothers and sister of said Elizabeth Cassilly or to their legal representatives.

2*. On the 12th. day of February A. D., 1882, the said Elizabeth Cassilly departed this life without issue.

3*. Said Elizabeth Cassilly died seized of the following described real estate to-wit: lot number 1878 in the City of Canton, Ohio, and the same is not included in nor disposed of by will executed by her during her lifetime.

4*. The plaintiff, Caroline E. Trout, intermarried with Joseph Trout, Frank J. Meyer and Mary M. Haines, intermarried with Monroe W. Hines, are the only legal representatives of Frank J. Meyer deceased, late of said Stark County, who was a brother of said Elizabeth Cassilly, deceased, and he avers that he and his brother aforesaid and his said two sisters are each the legal owners of the one undivided sixteenth of all the aforesaid lands and tenements as of an estate in fee simple.

5*. That Andrew Meyer, Joseph Meyer, William Meyer, John Meyer, Louisa C. Meyer, Margaret C. Wolf, intermarried with George H. Wolf and Isabella Wielandt, intermarried with George A. Wielandt, are the only legal representatives of Andrew Meyer deceased, late of said Stark County, who was a brother of said Elizabeth Cassilly, deceased, and that they are each the legal owners of one undivided twenty-eight part of all the lands and tenements hereinbefore described as of an

estate in fee simple.

6". That Elizabeth O. Blake, intermarried with John F. Blake, Edward Meyer, George Meyer, Harry Meyer and Celeste Meyer, are the only legal representatives of Joseph Meyer, deceased, late of Stark County, who was a brother of said Elizabeth Cassilly, deceased, and that they are each the owners of one undivided one-twentieth part of all the lands and tenements hereinbefore described as of an estate in fee simple.

7". That Thomas A. Patton, Francis J. Patton, George M. Patton, Mary E. Rothermel, intermarried with Peter Rothermel Edward L. Patton, Charles A. Patton, William S. Patton, John A. Patton and Helen C. Meyer, intermarried with Edward Meyer, are the only legal representatives of Allena Patton, deceased, late of Stark County, Ohio, who was a sister of said Elizabeth Cassilly, deceased and that they are each the owners of a one undivided thirty-sixth part of all the lands and tenements hereinbefore described as an estate in fee simple.

8". The plaintiff desires to hold said interest in severalty in said lands and tenements and he therefore prays that partition of said lands may be made so that he may have his portion in severalty, or if partition cannot without manifest injury be made, then that the premises may be sold or other order taken pursuant to the Statute.

SUMMONS RETURNED.

February 25, 1882, served personally by copy on George Meyer and Harry Meyer.

March 9, 1882, served on Caroline E. Trout and Joseph A. Trout, by leaving an attested copy at their usual place of residence.

March 14, 1882, served on William Meyer personally

by copy.

February 24, 1882, service accepted by Frank J. Meyer, Monroe W. Haines, Mary M. Haines.

----- --- ----, service accepted by Andrew J. Meyer.

February 21, 1882, service accepted by George M. Patton, E. J. Meyer, Helen C. Meyer, William S. Patton, Francis J. Patton.

February 24, 1882, service accepted by John F. Blake, E. O. Blake, C. C. Meyer.

February 24, 1882, service accepted by Charles A. Patton and John A. Patton.

February 28, 1882, service accepted by Joseph F. Meyer.

February 24, 1882, service was accepted by Isabella Wielandt, George A. Wielandt, George Wolf and Margaret E. Wolf.

February 28, 1882, service accepted by Mary Rothermel, P. E. Rothermel.

C. T. Meyer was appointed Guardian ad litem for the defendants Hary Meyer and George Meyer, minors and filed his answer as such Guardian demanding strict proof of the allegations contained in the petition.

C. T. Meyer on his own motion was made a defendant and filed his answer in which he alleges that on the 15th day of February, 1882, the said Thomas A. Patton, by his deed of that date conveyed to him this answering defendant all the right title and interest of him the said Thomas A. Patton, in and to the real estate mentioned in said petition.

John A. Patton filed his answer and cross-petition setting up a judgment and levy in the court of Common Pleas against Edward L. Patton, asking that the same be satisfied out

of the interest of the said Edward L. Patton in said premises.

William S. Patton filed his answer setting up a deed to him from Edward L. Patton, for his interest in said premises and claiming to be entitled to the interest of the said Edward L. Patton in said premises.

The Court found that all of the said defendants have either been served with due and legal notice of the pendency and demand of said petition or have voluntarily or in writing waived such notice and service and entered their appearance herein.

The Court finds, 1st: That the defendant T. C. Meyer is by purchase the owner in fee simple of the undivided $1/36$ of the land described in the petition in Canton and Plain Townships, viz:-

The north west quarter of section #6 and the north west quarter of section #7, in Canton Township and the 35 acre tract in the south east quarter of section #31 in Plain Township and that he is the owner in like manner of $1/25$ part of lot #1878 in Canton City, described in the petition.

2nd: That George M. Patton, Frank J. Patton, Edward L. Patton, Charles A. Patton, William S. Patton, John A. Patton, Helen C. Meyer and Mary E. Rothermel, are each seized of a like and equal interest in all of the real estate above described with the said T. C. Meyer, viz:- A $1/36$ in the land and a $1/25$ in the house and lot above named.

3rd:- That the defendant Frank J. Meyer, Caroline E. Trout, and Mary M. Haines, each hold in fee simple an undivided $1/16$ part of the above described land in Canton and Plain Townships and each have an undivided $1/25$ part of said house and lot above described.

4th:- That Elizabeth O. Blake, Edward J. Meyer, Celeste Meyer, Harry Meyer, and George Meyer each seized of an undivided equal 20th. part of the land above described in Canton and Plain Townships and are each seized of an undivided 1/25 part of the said house and lot above described.

5th:- That the said Andrew J. Meyer, Joseph F. Meyer, William Meyer, John M. Meyer, Louisa C. Meyer, Margaret E. Wolf and Isabella Wielandt, are each the owners of an equal undivided 28th part of the lands described in Canton and Plain Townships and are each owners of one undivided 25th part of the house and lot above described, and that the plaintiff and each of said defendants are entitled to have partition made of said premises.

The commissioners appointed to divide said land reported that the same could not be divided without manifest injury and by order of the Court took a competent surveyor and surveyed said premises.

The north west quarter of section #6, containing 158 43/100 acres was appraised at \$13,466.55

The north west quarter of section #7 was divided by said Commissioners and surveyed into four tracts, viz:-

Tract A, containing 20.80 acres, appraised at \$145.00 per acre.
Tract B, containing 44.25 acres, appraised at \$140.00 per acre.
Tract C, containing 44.898 acres, appraised at \$145.00 per acre.
Tract D, containing 45.855 acres, appraised at \$140.00 per acre.
and appraised the whole of said north west quarter at \$142.11 per acre.

The 35 acre tract in Plain Township appraised at \$115.00 per acre, and

The house and lot in the City appraised at \$750.00

The Court found that since the commencement of this

action, the plaintiff Joseph A. Meyer has by deeds of purchase become the owner of the interest of Joseph F. Meyer, Andrew J. Meyer, Charles A. Patton, Francis J. Patton, and Mary Rothermel, and since the commencement of this action Edward J. Meyer has in like manner become the owner of the interest of John A. Patton.

The Court finds that the attachment and judgment set up in John A. Patton's answer and cross-petition are both prior to the execution of the deed set up by William S. Patton and that by virtue of said attachment and judgment the defendant, John A. Patton obtained the first lien upon, Edward Patton's interest in the lands described in said petition and is entitled to the interest of said Edward Patton's share of the proceeds of sale. Distribution ordered accordingly.

The Sheriff reported that he had sold Section #7, containing 158 803/1000 acres to Elizabeth A. Harter, for \$22,124.02

To Joseph A. Meyer the 35 acre tract for \$4445.00

The house and lot to James Lavin for \$800.00

The north west quarter of section #6, containing 158 43/100 acres was sold to Catharine Meyer for \$86100 per acre, amounting to \$1364.98

Said sales were approved and the Sheriff ordered to execute and deliver to the purchasers proper deeds therefor.

Henry Altekruise, Sheriff's Deed \$4445.00
Sheriff of Stark Dated July 10, 1882
County, Ohio, Acknowledged July 11, 1882
to Rec. for Rec. Aug. 28, 1882
Joseph A. Meyer, Vol. 188, Page 463.

Conveys part of the south east quarter of Section #31, Township #11, Range #8, beginning for the same at the north east corner of said quarter section ; thence south along east line of said quarter section 80 rods; thence west and parallel with north line of said quarter section 70 rods; thence north and parallel to said east quarter section line 80 rods and to north line of said quarter section: thence east along said north quarter section line 70 rods to the place of beginning containing 35 acres of land."

Sold under proceeding noted above.

NOTE:----Above deed acknowledged before James J. Clark.

----- Stark County, Ohio, Notarial seal
affixed.

Charles A. Patton, Quit Claim Deed--\$650.00
to Dated and Ack'd Mch. 13, 1882
Joseph A. Meyer, Rec. for Rec. Mch. 13, 1882
Vol. 182, Page 373.

Conveys 35 acres out of the north east corner of south east quarter of Section #31 (Plain Township) and laid off in such a way out of said corner of said quarter section as to be 80 rods long north and south and 70 rods wide east and west "and other premises.

OTE:----Deed recites that grantor is unmarried.

John A. Patton
to
Edward J. Meyer

Warranty Deed--\$650.00
Dated and Ack'd Mch. 17, 1882
Rec. for Rec. Mch. 17, 1882
Vol. 182, Page 428

Undivided 1/36 part of the following described premises:- - - - also part south east quarter Section #31 in Plain Township: beginning at the north east corner of said quarter; thence south along section line 80 rods; thence west parallel with north section line 70 rods; thence north parallel with west section line 80 rods; thence east on quarter section line 70 rods to place of beginning containing 35 acres of land more or less." Also conveys other premises.

NOTE:-----Deed recites that grantor is unmarried.

Grantor signs deed "J. A. Patton."

Joseph F. Meyer &
Mary E. Meyer,
(husband & wife)
to
Joseph A. Meyer.

Quit Claim Deed--\$800.00
Dated and Ack'd Mch. 27, 1882
Rec. for Rec. Mch. 31, 1882
Vol. 182, Page 480

Conveys South East Quarter of Section #31, in Plain Township, and other premises.

NOTE:-----NO Witnesses to signatures of grantors.

Acknowledged before Charles G. Moberg, Notary Public
Boone County Iowa. No certificate attached.

No. 21

Francis J. Patton & Ella E., his wife,
to
Joseph A. Meyer.

Quit Claim Deed--\$900.00
Dated and Ack'd Apr. 5, 1882
Rec. for Rec. Apr. 6, 1882
Vol. 185, Page 241

Conveys South East Quarter of Section #31, in Plain Township, and other premises.

No. 22

Andrew J. Meyer & Caroline S. Meyer,
(husband & wife)
to
Joseph A. Meyer.

Quit Claim Deed--\$650.00
Dated and Ack'd Apr. 15, 1882
Rec. for Rec. Apr. 25, 1882
Vol. 187, Page 149

Conveys South East Quarter of Section #31, Township #11, Range #8, and other premises.

No. 23

Mary E. Rothermel & Peter, her husband,
to
Joseph A. Meyer.

Quit Claim Deed--\$700.00
Dated and Ack'd May 1, 1882
Rec. for Rec. May 9, 1882
Vol. 187, Page 251

Conveys South East Quarter of Section #31, Township #11, Range #8, and other premises.

NOTE:----Grantor signs deed "P. Rothermel".

Only one witness to signatures of grantors.

Acknowledged before Frank J. Krauth, Notary Public
Alameda County California. No. certificate attached.

Edward L. Patton,
to
William S. Patton

Quit Claim Deed--\$700.00
Dated and Ack'd May 22, 1882
Rec. for Rec. May 30, 1882
Vol. 188, Page 45.

Conveys South East Quarter of Section #31, in Plain Township, the same being the Cassilly strip out of the North East corner of the south east quarter of said Section, "and other premises.

NOTE:----Grantor signs deed "Edward S. Patton".

Deed does not recite that he is unmarried.

No witnesses to signature of grantor. Acknowledged before N. W. Palmer, N. P. Alameda County, California.

No certificate attached.

No. 25

We can find no record of the deed from Thomas A. Patton to C. T. Meyer, for his interest in said premises referred to in proceeding noted at #16 above.

No. 26

Joseph A. Meyer's
Will.

Dated September 4, 1885
Probated June 14, 1887
Will Record Vol. H, Page 422.

ITEM 3rd:- "My real estate I desire and direct shall be kept intact during the lifetime of my said children, and that the rents and income from the same shall be equally divided among them or their heirs, so long as any one of my said children remain alive, and this division shall be made annually."

ITEM 3rd:- After their death I give and bequeath to the legal heirs of my said children all my real estate to be divided in such manner as the Court may direct and so that the heirs of each child leaving issue shall receive equal portions."

ITEM 4th:- I hereby appoint my sons Frank C. Meyer, and Joseph A. Meyer Executors, of this my last will and testament, and in token of my perfect confidence that they will execute the trust reposed in them for the best interest of all my children. I request the Probate Court of Stark County, Ohio, to ratify this my appointment and permit this trust into their hands without requiring them to furnish security."

No. 27

Joseph A. Meyer's
Estate.

1887 June 14 Will Probated.
1887 June 14 Will recorded.
1887 June 15 Application filed.
1887 June 15 Frank C., & Joseph A.
Meyer, Jr., Executors.
1887 June 15 Bond waived by will.
1887 June 15 Letters issued.
1887 July 15 Inventory and appraise-
ment filed.
1887 Aug. 30 Proof of publication
of notice of appraise-
ment filed.
1887 Sept. 12 Sale Bill filed.
1888 Feb. 25 Executors ordered to
give bond.
1888 Feb. 17 Bond filed.

1888 Dec. 10 First partial account
filed.

1889 Dec. 10 Second partial account
filed.

1891 Jan. 10 Final partial account
filed.

Administrator's Docket G, Page 267.

No. 28

The application for letters testamentary shows that Joseph A. Meyer, late resident of Canton Township died testate on or about the 7th day of June A. D., 1887. leaving Frances Meyer his widow and the following persons his only heirs at law:

| | | |
|-----------------------|-----------|---------------|
| Frank C. Meyer, | Son, | Canton, Ohio, |
| Joseph A. Meyer, Jr., | Son, | Canton, Ohio |
| John M. Meyer, | Son, | Navarre, Ohio |
| Winifred Meyer, | Daughter, | Canton, Ohio |
| Carrie S. Meyer, | Daughter, | Canton, Ohio |

No. 29

| | |
|-----------------------|--|
| Frank C. Meyer & | PETITION TO SELL REAL ESTATE |
| Joseph A. Meyer, Jr., | 1888 Mch. 5 Petition filed. |
| Executors of the | 1888 Mch. 17 Answer of Frances Meyer |
| estate of Joseph | widow filed. |
| A. Meyer, deceased, | 1888 Mch. 21 Answer of Mary J. Cross- |
| vs. | land filed. |
| Frances Meyer, | 1888 Mch. 31 Waiver of service summons |
| Frank C. Meyer, | filed. |
| Joseph A. Meyer, Jr., | 1888 Apr. 7 Answer of William J. |

| | | |
|----------------------------|--------------|---------------------------------|
| John M. Meyer, | | McConkey filed. |
| Winefred Meyer, | 1888 Apr. 20 | Answer of Catharine A. |
| Winefred Meyer, | | Winterhalter filed. |
| Guardian of | 1888 Apr. 28 | Motion of plaintiff to |
| Caroline S. Meyer, | | file amendment to <u>answer</u> |
| Catharine A. Winter- | | instanter, |
| halter, Executor | 1888 Apr. 28 | Amendment to Petition |
| of George A. Winterhalter, | | filed. |
| Mary J. Crossland, | | Clara Margaret Meyer, |
| William J. McConkey. | | Ralph John Meyer, and |
| | | Clara Louisa Meyer made |
| | | parties defendant and |
| | | summons ordered to be |
| | | issued to Frank C. Meyer, |
| | | to be served on said de- |
| | | fendants and cause con- |
| | | tinued to May 28, 1888. |
| | 1888 Apr. 28 | Summons issued. |
| | 1888 Apr. 28 | Summons to Sheriff Lake |
| | | County to be served on |
| | | Caroline S. Meyer, |
| | 1888 May 2 | Summons to Lake County |
| | | returned served. |
| | 1888 May 4 | Summons returned served |
| | | on Clara Margaret, |
| | | Ralph John and Clara |
| | | Louise Meyer. |
| | 1888 May 28 | Hearing had and appraise- |
| | | ment and sale ordered. |
| | 1888 May 28 | Order to appraise and |
| | | sell at private or public |

sale issued.

1888 June 28 Proof of publication
filed.

1888 July 16 Order of appraisement
and sale returned.

1888 July 16 Sales confirmed and deeds
ordered for tracts sold
and continued for 30
days as to tract not sold.

1888 Aug. 14 Return made of order of
appraisement and sale
third and last tract
sold.

1888 Aug. 14 Sale confirmed and deed
ordered and distribution
ordered.

Civil Docket D, Page 516

Civil Record I, Page 458.

PETITION:-Recites that the personal estate of Joseph A.

Meyer, deceased, is insufficient to pay the debts
and cost of administration. That Joseph A. Meyer

died seized in fee simple of the following described real estate

to-wit:-

- - - - -

3rd: Part of the South East Quarter of Section #31,

Township #11, Range #8, beginning at a stone at the north east
corner of said quarter; thence north 87° west 17.66 chains to

a point in the quarter line and north east corner of Joseph

Trout's land; thence south 3°10' minutes west 20.15 chains to

the north west corner of land formerly owned by the Patton

Heirs; thence south 87° east 25 links; thence north 3°10'

east 14.48 2/3 chains; thence south 87° east 17.41 chains to

east line of said quarter; thence north 3°10' east 5 chains 66 1/3 links to the beginning, containing 10.36 acres, and other premises.

That said Joseph A. Meyer died leaving Frances Meyer, his widow, who is entitled to dower in said premises and the following named persons his devisees and heirs at law having the next estate of inheritance in said premises, viz:- Frank C. Meyer, Joseph A. Meyer, Jr., John M. Meyer, Clara Margaret Meyer, wife of said John M. Meyer, Ralph John Meyer, a minor son of John M. Meyer and Clara Margaret Meyer, under the age of 14 years, Clara Louisa Meyer, a minor daughter of John M. Meyer, and Clara Margaret Meyer, under the age of 14 years and Winifred Meyer and Caroline S. Meyer, who is a minor over 14 years of age and the ward of Winifred Meyer.

That Catharine A. Winterhalter Executor of George A. Winterhalter, deceased, has two mortgages on the second tract described in the petition, each mortgage calling for \$3000.00, recorded in Volume 216, Page 214 and Volume 222, page 176 of the Mortgage Records of Stark County, Ohio.

That Mary J. Crossland has a mortgage on the south half of said Lot #25, for \$3000.00, recorded in Volume 192, page 240 of the Mortgage Records of said Stark County.

That William J. McConkey has a mortgage on said south half of Lot #25 in the City of Canton, for \$2000.00, recorded in Volume ---, Page ---.

Prays for an order to sell etc.

WAIVER;---"We the undersigned defendants in the above entitled cause, hereby waive issue and service of summons and voluntarily enter our appearance therein and consent to sale of real property."

(Signed)

"Frank C. Meyer",

"Frances Meyer", By Baldwin & Sinields
her Attorneys.

"William J. McConkey

By B. & S., his Attorneys"

"John M. Meyer",

"Joseph A. Meyer, Jr.,

"Winifred Meyer",

"Winifred Meyer Guardian of
Caroline S. Meyer",

"Caroline S. Meyer",

Catharine Winterhalter",

"Executor of George A. Winterhalter
deceased,"

Mary J. Crossland, By Day and

Lynch, her Attorneys".

ANSWER OF FRANCES MEYER.

Waives assignment of dower my metes and bounds or in
rents and profits and asks that a sum be allowed her in money.

Mary J. Crossland filed her answer setting up a
mortgage on the south half of Lot #25 in the City of Canton,
Ohio, dated January 27, 1883, and recorded in Volume 192, page
240 of the Mortgage Records of said County.

William J. McConkey filed his answer setting up a
mortgage on the south half of lot #25 in the City of Canton,
dated January 31, 1885, and recorded in Volume 237, page 223,
of the Stark County Mortgage Records.

The defendant, Catharine A. Winterhalter filed her
answer and cross-petition setting up a mortgage dated October
1, 1885, to George A. Winterhalter on the second tract de-

scribed in the petition, which mortgage is recorded in Volume 216, Page 214 of the Mortgage Records of Stark County.

Also a mortgage dated July 1, 1886, on said Second tract described in the petition which mortgage is recorded in Volume 222, Page 114 of the Mortgage Records of Stark County.

STATE OF OHIO, STARK COUNTY, SS:-

"Received this writ May 1, A. D., 1888 at 9 o'clock A. M., and pursuant to its command on the same day and date I served the same on the within named Caroline S. Meyer by leaving at her usual place of residence a true and certified copy thereof."

(Signed) "John Austin Sheriff".

NOTE:-----Summons issued to Sheriff of Lake County.

THE STATE OF OHIO, STARK COUNTY SS:-

"I Frank C. Meyer, being duly sworn say, that on the 1st day of May, 1888, I served this writ by delivering a copy thereof to the following named persons to-wit:- to Clara Margaret Meyer and I served this writ by personally delivering a copy thereof to Ralph John Meyer a minor under 14 years of age and I further served this writ by personally delivering a copy thereof to John M. Meyer father of said Ralph John Meyer, and I served this writ by personally delivering to Clara Louise Meyer a minor under 14 years of age and I further served this writ by personally delivering a copy thereof to John M. Meyer, father of the said Clara Louise Meyer".

(Signed) "Frank C. Meyer".

"Sworn to before me and signed in my presence this 4th day of May, 1888."

(Signed) Jacob P. Fawcett,

Probate Judge."

Said premises were appraised in four tracts, dividing the second tract into two tracts, the first containing 35.65 acres and the second tract containing 83.10 acres.

Said premises were appraised as follows:-

4th. tract (10.36 acres) appraised at \$1398.00

SALE: 4th Tract sold to Andrew Friedman for \$1312.00

which sale was approved and deed ordered.

No. 30

Frank C. Meyer & Executors Deed \$1312.00

Joseph A. Meyer, Jr., Dated July 17, 1888.

Executors of the Acknowledged July 17, & 20, 1888

will of Joseph A. Meyer, Rec. for Rec. July 31, 1888

Deceased, Vol. 243, Page 241

to

Andrew Friedman.

Recites proceedings in case noted above & conveys the 10.36 acre tract above described.

The above described tract is subject to a Right of Way 1 rod wide reserved along the east, north and west lines of the above described land.

Free from the dower estate of Frances Meyer widow of Joseph A. Meyer deceased.

NOTE-----Jos. A. Meyer, Jr., one of above named Executors acknowledged before Charles F. Loring N. P.

Suffolk County Mass. No certificate attached.

No. 31

Frances Meyer widow
of the late Joseph
A. Meyer, deceased,
to

Quit Claim Deed--\$1.00
Dated and Ack'd June 13, 1888
Rec. for Rec. Aug. 13, 1888
Vol. 243, Page 345

Charles Krichbaum.

Conveys 10.36 acre tract described in proceeding noted above and other premises.

No. 32

Charles Krichbaum,
to
Andrew Friedman.

Quit Claim Deed--\$1.00
Dated August 7, 1888
Acknowledged Aug. --, 1888
Rec. for Rec. Aug. 23, 1888
Vol. 243, Page 436

Conveys 10.36 acre tract described in proceeding noted above.

The above described tract is subject to a Right of Way -- rod wide reserved along the east, north and west lines of the above described land.

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

No. 33

Andrew Friedman
(unmarried)
to

Warranty Deed--\$900.00
Dated and Ack'd Aug. 15, 1893
Rec. for Rec. Aug. 15, 1893
Vol. 307, Page 133.

Mary Magdalena Eckroate.

Conveys East one half of 10.36 acre tract described in proceeding noted above.

The above described tract is subject to a Right of

Way 1 rod wide reserved along the east, north and west lines of the above described lands.

The part hereby conveyed is the east one half of said tract and being 5.18 acres or half of 10.36 acres.

No. 34

Mary M. Eckroate & Louis F. Eckroate, to James A. Rice.

Deed of Assignment \$1.00
Dated and Ack'd Mch. 29, 1898
Assignee Rec. 14, Page 345.

Conveys premises in question to grantee in trust for the benefit of the creditors of said grantors.

No. 35

Mary M. & Louis F.,
Eckroate's Assignment.

1898 Mch. 29 Deed of Assignment filed.
1898 Mch. 29 James A. Rice, Assignee.
1898 Mch. 29 Statement of Assignee filed.
1898 Mch. 29 Bond filed and approved.
1898 Mch. 29 Letters issued.
1898 Apr. 11 Inventory and appraisal filed.
1898 July 2 Proof of publication filed.
1898 Aug. 8 Final account filed.
Assignee Docket A. Page 265

| | |
|---|--|
| James A. Rice, Assignee of Mary M., & Louis F. Eckroate, vs. Mary M. Eckroate, Louis F. Eckroate & Andrew Friedman. | PETITION TO SELL LAND AND ADJUST LIENS |
| | 1898 May 3 Petition filed. |
| | 1898 May 3 Waiver of summons and consent to sell by all of the defendants filed. |
| | 1898 May 6 Answer and cross-petition of Andrew Friedman filed. |
| | 1898 May 14 Hearing had, private sale ordered, upon appraise- ment contained in inventory |
| | 1898 May 14 Order of private sale issued. |
| | 1898 Aug. 1 Order of private sale returned, premises sold to Andrew Friedman for \$1000.00 |
| | 1898 Aug. 1 Sale approved, deed ordered, writ of resti- tution awarded and dis- tribution of proceeds ordered. |
| | Civil Docket I, Page 172 Civil Record T, Page 176 |

This was an action to sell the following described premises:- Part of the south east quarter of section #31, Township #11, Range #8, and being the east half of the following described tract of land, to-wit:- Beginning at a stone at the north east corner of said quarter; thence north 87° west

17.66 chains to a point in the quarter line and north east corner of Joseph Trout's land; thence south $3^{\circ}10'$ west 20.15 chains to the north west corner of lands formerly owned by the Patton heirs; thence south 87° east 0.25 chains; thence north $3^{\circ}10'$ minutes east $14.48 \frac{2}{3}$ chains; thence south 87° east 17.41 chains to the east line of said quarter; thence north $3^{\circ}10'$ east $5.66 \frac{1}{3}$ chains to the place of beginning and containing 10.36 acres. The above described tract is subject to a right of way 1 rod wide reserved along the east, north and west lines of the above described land, the part hereby conveyed is the east half of said tract and being 6.18 acres or $\frac{1}{2}$ of 10.36

Said premises appraised at \$1200.00

WAIVER:---"We, the undersigned parties defendant to the petition in the above entitled action, do each of us hereby waive the issuing and service of summons and voluntarily enter our appearance as such defendants and we do hereby consent to the sale of the real estate described in the petition according to the prayer of the same."

May 3, 1898

(Signed)

"Mary M. Eckroate",

"Louis F. Eckroate",

By their Attorney,

J. A. Rice",

"Andrew Friedman,

By John Sponseller,
his Attorney."

Andrew Friedman filed his answer and cross-petition setting up a mortgage on said premises, dated August 15, 1893, recorded in Volume 300, Page 548, and 549 of the Mortgage Records of said County.

The Court found that it was necessary to sell said premises and approved and confirmed said appraisement and ordered the said Assignee to sell said premises. Said premises were sold to Andrew Friedman for \$1000.00 which sale was confirmed and said Assignee ordered to execute and deliver to the purchaser a good and sufficient deed for the same.

No. 37

James A. Rice.

Assignee's Deed--\$1,000.00

Assignee, of Mary

Dated and Ack'd Aug. 1, 1898

M. Eckroate and

Rec. for Rec. December 19, 1898

Louis F. Eckroate,

Vol. 357, Page 329

to

Andrew Friedman.

Recites proceedings in case noted above and conveys above described premises.

No. 38

Andrew Friedman

Warranty Deed--\$1000.00

to

Dated and Ack'd July 21, 1899

Joseph Friedman.

Rec. for Rec. July 21, 1899

Vol. 363, Page 323.

Conveys part of the South East Quarter of Section #31, Township #11, Range #8, beginning for the same at a stone at the north east corner of said quarter; thence north 87° west on the quarter line 17 chains and 66 links to the corner of land formerly owned by Joseph Trout; thence south 3°10' west 20 chains and 15 links to the north west corner of lands formerly owned by the Patton heirs; thence south 87° east 25 links thence north 3°10' east 14 chains, 48 2/3 links thence south 87° east 17 chains and 41 links to east quarter line;

STATE OF OHIO)
) SS :
STARK COUNTY)

Affidavit of
CATHERINE SCHEETZ
Concerning the Marital Status
of one Andrew Friedman

Catherine Scheetz of 217 Broad Avenue, N. W. Canton, Ohio, being by me first duly sworn according to law deposes and says that she is a sister of Andrew Friedman, hereinafter named, who died in Canton, Ohio on January 17, 1928; that she personally knew one Andrew Friedman who is named as the Grantor in a Warranty Deed to Joseph Friedman, dated July 21, 1899, filed for record on the same date and which is recorded in Vol. 363, Page 323, of the Stark County Deed Records, and which premises comprise of a 5.18-acre tract located in the southeast quarter of Section No. 31, Township No. 11 (Plain) and Range No. 8, Stark County, Ohio.

Affiant further says that although said deed does not recite that said Andrew Friedman was unmarried when he executed the same, nevertheless, affiant knows of her own knowledge that on said date of July 21, 1899, said Andrew Friedman was an unmarried man, and at no time was he ever a married man.

Further affiant saith not.

Catherine Scheetz

Sworn to before me and subscribed in my presence this

 1st day of May , 1941.

Lester H. Hossler

Notary Public

LESTER H. HOSSLER
Notary Public, Stark County, Ohio
My Commission Expires July 19, 1941

ence north of quarter line chains and 66 1/3 links to beginning subject to Right of Way 1 rod wide on the east, north and west sides thereof."

Excepting however the west 1/2 of said premises, the part here conveyed being only the east 1/2 of said premises, and being 5.18 acres.

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

No. 39

Joseph Friedman,

(widower)

to

Charles Eckroate.

Warranty Deed \$1425.00

Dated and Ack'd Aug. 5, 1899

Rec. for Rec. August 5, 1899

Vol. 363 Page 367

Same description and reservation as in heading of Abstract.

No. 40

On April 28, 1887, Joseph A. Meyer and Caroline Meyer, (husband and wife) conveyed to Rose A. Ream the following described premises.

"Part of the South east Quarter of Section #31, in Plain Township: Beginning at a stake in east line and 5.66 1/3 chains southerly from the north east corner of said quarter section; thence south 30°10' west with said line 14.48 2/3 chains; thence north 87° west 17.41 chains to a point 1 rod east from west line of lands now owned by Charles Sliker; thence north 30°10' east 14.48 2/3 chains; thence south 87° east and parallel to north line of said quarter section 17.41 chains to the place of beginning and containing 25.22 acres of land."

Also the use of one rod wide off east end of a

tract of about 10 acres of land lying north of and adjoining said above described tract of land said strip of one rod wide to be used by said grantee, her heirs and assigns as a roadway to and from said tract and as an appurtenant thereto.

See Volume 197, Page 48, Stark County Recorder's Office.

No. 41

On October 3, 1884, Rose A. Ream and Joseph H. Ream her husband, conveyed to Joseph F. Schario the following described premises:-

"Part of the south west quarter of Section #31, in Plain Township: Beginning at a stake in east line and 5.66 $\frac{1}{3}$ chains southerly from north east corner of said quarter section; thence south $3^{\circ}10'$ west with said line 14.48 $\frac{2}{3}$ chains; thence north 87° west 17.41 chains to a point 1 rod east from west line of lands now owned by Charles Sliker; thence north $3^{\circ}10'$ east 14 14.48 $\frac{2}{3}$ chains; thence south 87° east and parallel to north line of said quarter 17.41 chains to place of beginning and containing 25.22 acres."

Also the use of one rod wide off east end of a tract of about 10 acres of land lying north of and adjoining said above described tract of land said strip of one rod wide to be used by said grantee his heirs and assigns as a roadway to and from said tract and as an appurtenant thereto. See Volume 207, Page 418, Stark County Recorder's Office.

NOTE:-----We have made no search for deeds or incumbrances given on above described premises.

Charles B. Eckroate and
Alice, his wife,
to
Eugene J. Miday.

General Warranty Deed--\$3600.00
Signed and Ack'd Feb. 5, 1913
Rec. for Rec. Feb. 10, 1913
Vol. 549, P. 423.
Two witnesses.
J. Whiting, Jr., N. P.

Conveys the following described premises: Situated in the Township of Plain, County of Stark and State of Ohio: Being the East one half of the following tract in the South East quarter of Section No. Thirty-one (31) in Township 11 and Range 8, to-wit:-- Beginning at the North East corner of said quarter; thence North 87° West seventeen (17) chains and sixty-six (66) links to the North East corner of Trout's land and being a point in the quarter line; thence South three (3) degrees west Twenty (20) chains and fifteen (15) links to the North West corner of the land formerly owned by the Patton heirs; thence South Eighty-seven (87) degrees East Twenty-five (25) links; thence North three (3) degrees and ten (10) minutes East fourteen chains and forty-eight and two thirds (48 2/3) links; thence South 87° East 17.41 chains to the East quarter line; thence North on said line five chains and sixty-six and one third links to the beginning; subject however to a right of way one rod wide on the East North and West sides of said tract; said one half of said tract being 5 18/100 acres.

The Canton Mortgage
Loan Co.

vs.

Eugene J. Miday,
Eleanora C. Miday,
Walter K. Kennedy,
Treasurer of Stark
County, Ohio
(new party)

EQUITY

- 1937 Jan. 30 Petition and praecipe
filed.
- 1937 Jan. 30 Summons Issued.
Answer Feb. 27, 1937
- 1937 Feb. 8 Summons returned.
on Feb. 4, 1937, I
notified Eugene J.
Miday by leaving for him
at his usual place of
residence a true copy
of writ. On Feb. 4,
1937, I notified Eleanora
C. Miday by delivering
to her personally a
true copy of writ.
On Feb. 2, 1937, I noti-
fied Walter K. Kennedy,
Treas. of Stark County,
Ohio, by delivering to him
personally a true copy
of writ.
Joseph Nist, Sheriff.
- 1937 Feb. 26 Answer filed.
- 1937 May 24 Reply filed.
- 1937 Dec. 31 Leave to plaintiff to
file amended and
supplemental petition
instanter making Fred.
G. Pontius, Treas., a
party defendant.
- 1937 Dec. 31 Amended and supplemental
petition filed.
- 1938 Feb. 1 Decree for plaintiff
Foreclosure of mortgage
and order to sell 3 days.
- 1938 Feb. 7 Order of sale issued.
- 1938 Feb. 9 Copy of appraisement
filed. Premises
appraised at the sum of:
First Tract \$5500.00 &
Second Tract \$1200.00.
- 1938 Mar. 17 Order of sale returned.
Property sold to The
Canton Mortgage Loan
Co. for \$3667.00 -
Tract #1; and \$900.00 -
Tract #2.
Joseph T. Nist, Sheriff.
- 1938 Mar 17 Sale confirmed; deed
ordered and order of
distribution.

Ex. Doc. 46, Page 293

App. Doc. 178, page 75810

Stark County Clerk's Office

This is an action praying for judgment vs. defendants Eugene J. and Eleanora C. Miday in the sum of \$5996.81 with interest thereon at 8% from May 24, 1933, and foreclosure of the mortgage recorded in Vol. 871, page 57 of the Stark County Mortgage Records and sale of premises described in heading of abstract and other premises, securing said mortgage. Said mortgage having been assigned to plaintiff by separate instrument recorded in Assignment Record 3, pages 484 & 490 Stark County Records.

Service of summons as noted in docket entries above.

Answer of Eugene J. and Eleanora C. Miday denies that they are indebted to plaintiff in the amount set forth in plaintiff's petition.

Reply of The Canton Mortgage Loan Co. denies that said defendants have made any payments (except as set forth in the petition) on said note over and above the payment of \$15.00 on or about May 26, 1936.

Amended and supplemental petition prays the Court to ascertain that there is due plaintiff from defendants Eugene J. and Eleanora C. Miday the sum of \$8939.02 with interest, and for taxes and assessments and insurance premiums paid and foreclosure of mortgage recorded in Vol. 871, page 57 and sale of premises described in petition. The Court finds there is due plaintiff the sum of \$8226.27 with interest. The Court finds further that plaintiff paid the Treasurer of Stark County, Ohio, on May 4, 1937, the sum of \$626.87 for taxes and assessments then due on Oct. 15, 1937, the further sum of \$53.18 for June, 1937, taxes and assessments, and that plaintiff paid insurance premiums amounting to \$28.34, \$23.88 and \$23.88 and that the sums so paid amount to \$802.69. It is therefore ordered, adjudged and decreed by the Court that unless the defendants, or any one of them, shall within 30 days from the entry of this decree pay the costs of this action and plaintiff the sum of \$9028.96 with interest, that the equity of redemption of said defendants in said premises shall be foreclosed, premises sold and an order of sale issue therefor to the Sheriff of Stark County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and report proceedings to Court.

The time limited for the payment of said sum having expired and the same remaining wholly unpaid, said premises were ordered sold at public sale.

E. M. Hensel, H. D. Barnett and Ralph S. Cook named Commissioners to appraise said premises and appraise same at the sum of - First Tract, \$5500.00; Second Tract, \$1200.00.

Notice of sale published in the Canton Repository for more than 30 days previous to day of sale. Said premises sold to The Canton Mortgage Loan Co. for - Tract #1, \$3667.00; Tract #2, \$900.00, said sums being more than 2/3 of the appraised value thereof.

Sale approved and confirmed; deed ordered.
Distribution as follows:-

| | |
|-------------------------------------|----------------|
| Treasurer of Stark County | \$ 111.85 |
| Clerk of Courts | 22.36 |
| Sheriff | 64.77 |
| Plaintiff | <u>4368.02</u> |
| | \$4567.00 |

No. 44

Joseph T. Nist, Sheriff Sheriff's Deed--\$4567.00
of Stark County, Ohio Dated March 17, 1938
to Rec. for Rec. March 19, 1938
Vol. 1217, Page 187

The Canton Mortgage Loan
Co. of Canton, Ohio

Refers to proceedings in next preceding section
and conveys premises described in heading of foregoing Abstract
and other premises.

No. 45

MORTGAGES

William S. Patton, Mortgage--\$300.00
to Dated May 6, 1882
George D. Harter & Bro. Vol. 184, Page 293
Cancelled July 18, 1882
Release signed "Ge. D. Harter & Bro."

No. 46

Joseph A. Meyer, Mortgage--\$2319.47
to Dated and Ack'd July 11, 1882
Frank J. Meyer, Rec. for Rec. July 20, 1882
Caroline A. Trout, Vol. 186, Page 411.
Mary M. Haines, Cancelled on the record as follows:
Harry Meyers, June 23, 1884. The conditions of this
George Meyer, mortgage having been complied with,
Elizabeth O. Blake, and the same is hereby satisfied and
Celesta Meyer, discharged, so far as the notes of
Edward J. Meyer, Helen C. Meyer, W. S. Patton &
William Meyer, Edward J. Myer is concerned.
John M. Meyer, Geo. D. Harter.
Louisa C. Meyer,
Margaret Wolf,
Isabella Wielandt,
C. T. Meyer,
George M. Meyer,

William S. Patton
Helen C. Meyer, &
Henry Altekruise,
for the use of
Edward L. Patton.

(Cancellations continued)

(No date) Said mortgage is cancelled so far as the notes of Edward Patton (transferred by order of Court to Jno. Patton) and also so far as the notes of George and Harry Meyer are concerned.

(No date) Austin Lynch Atty. for said parties.

(No date) So far as these notes are concerned they can be cancelled.

Mrs. M. Wolf
Mrs. Wielant
L. C. Meyer
I. A. Meyer
T. C. McDowell
Assignee for Wm. Meyer
Lillie Blake

C. A. Trout by Joseph Trout
T. C. Meyer
S. Meyer, Assignee of
Frank J. Meyer
Catharine A. Meyer
per Celeste Meyer
John H. Meyer
Geo M. Patton

July 9, 1884, The conditions of this mortgage, having been complied with, the same is hereby satisfied and discharged so far as the notes of Mary M. Haines are concerned.

Mary M. Haines.

NOTE:-----Because of the incompleteness of the foregoing cancellations, of the mortgage set forth in this section No. 46, the following action to quiet title and have said mortgage cancelled appears on record in the Stark County Common Pleas Court, and a notation appears on the record of said mortgage showing a cancellation thereof by order of Court in this case of Joseph F. Schario, et al., vs. Rose A. Ream, et al., App. Doc. 137, Page 51582.

| | | |
|------------------------|--------------|-------------------------------------|
| Joseph F. Schario, et. | 1927 Nov. 22 | Petition filed. |
| vs. | 1927 Nov. 22 | Affidavit for Publication filed. |
| | 1927 Nov. 22 | Publication ordered. |
| Rose A. Ream, et al. | 1927 Dec. 30 | Affidavit of Publication filed. |
| | 1928 Jan. 20 | Decree entered quieting title. |
| | | Journal D-6, Page 123. |

The second paragraph of this Journal Entry quieting title and ordering cancellation of said mortgage reads as follows:

*It is therefore ordered, adjudged and decreed that the title and possession of said plaintiffs, and each and every one thereof to the respective premises as described in the petition be, and the same hereby are, quieted as against the defendants and each of them and the unknown heirs, devisees and assigns of said defendants, and all persons claiming under them or any of them; and said defendants and each and every one 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 said plaintiffs, their heirs or assigns thereto. It is further ordered that the mortgage set forth in plaintiffs' petition and recorded in Vol. 186, Page 411, of the mortgage records of Stark County, Ohio, is hereby declared cancelled and void, and that a minute of this proceedings be entered on the margin of the record of said mortgage in the Recorder's Office of the records of said County of Stark and State of Ohio."

No. 47

Andrew Friedman, Mortgage--\$457.00
to Dated July 17, 1888
Frank C. Meyer & Vol. 244, Page 132
Jos. A. Meyer, Jr., Cancelled March 30, 1889.
Executors of Will of
Jos. A. Meyer, dec'd

Cancellation signed "Frank C. Meyer, one of the Executors of the will of Joseph A. Meyer deceased."

No. 48

Mary Magdalena Eckroate & Mortgage--\$900.00
Louis F., her husband, Dated August 15, 1893
to Vol. 300, Page 548
Andrew Friedman. Cancelled January 16, 1899

No. 49

Charles Eckroate Mortgage--\$1425.00
(unmarried) Dated and Ack'd Aug. 5, 1899
to Rec. for Rec. Aug. 5, 1899
Joseph Friedman Vol. 366, Page 335.

Cancelled on the record February 5, 1913, by Andrew Friedman, as Administrator of Joseph Friedman's Estate.

NOTE:-----Stark County Probate Court records, in Adm. Doc. L, Page 106, show that Andrew Friedman and Peter Sheetz were appointed Executors of Joseph Friedman's estate on April 8, 1908, and filed their final account on July 27, 1910.

No. 50

Charles Eckroate and
Alice, his wife,
to
John Koehn.

Mortgage Deed--\$1350.00
Dated and Ack'd Dec. 21, 1911
Rec. for Rec. Dec. 21, 1911
Vol. 508, Page 24.
Cancelled Feb. 13, 1913

No. 51

Eugene J. Miday and
Eleanora C., his wife,
to
The Central Savings
Bank Company of
Canton, Ohio

Mortgage Deed--\$1500.00
Dated and Ack'd Feb. 6, 1913
Rec. for Rec. Feb. 10, 1913
Vol. 512, Page 85
Cancelled Feb. 17, 1917

No. 52

Eugene J. Miday, and
Eleanora C., his wife,
to
Charles B. Eckroate

Mortgage Deed--\$1700.00
Dated and Ack'd Feb. 6, 1913
Rec. for Rec. Feb. 17, 1913
Vol. 510, Page 531
Cancelled Feb. 7, 1917

No. 53

Eugene J. Miday
Eleanor, his wife,
to
The First Savings
& Loan Co. of
Massillon, Ohio.

Mortgage Deed--\$3500.00
Dated and Ack'd Feb. 6, 1917
Rec. for Rec. Feb. 7, 1917
Vol. 538, Page 523
Cancelled July 28, 1924

No. 54

Eugene J. Miday,
 Eleanor, his wife,
 to
 The First Savings
 & Loan Co. of
 Massillon, Ohio.

Mortgage Deed--\$200.00
 Dated and Ack'd Feb. 7, 1920
 Rec. for Rec. Feb. 11, 1920
 Vol. 661, Page 426
 Cancelled July 28, 1924

No. 55

Eugene J. Miday
 Elenora C., his wife,
 to
 The Central Savings
 Bank & Trust Co.
 of Canton, Ohio

Mortgage--\$5000.00
 Dated and Ack'd July 23, 1924
 Rec. for Rec. July 23, 1924
 Vol. 849, Page 241
 Cancelled Jan. 24, 1929

No. 56

Eugene J. Miday
 Elenora C., his wife,
 to
 The Central Savings Bank
 & Trust Co., of Canton

Mortgage Deed--\$6000.00
 Dated and Ack'd Jan. 21, 1929
 Rec. for Rec. Jan. 22, 1929
 Vol. 871, Page 57

This mortgage was assigned to The Canton Mortgage Loan Co., of Canton, Ohio, on February, 13, 1936, as shown by Assignment Record Vol. 3, Page 484.

On March 21, 1938, said mortgage was cancelled on the record thereof by the order of the Court of Common Pleas of Stark County, Ohio, in case No. 75810, which foreclosure proceedings are shown in Section 43 of this Abstract.

No. 57

The Canton Mortgage Loan
 Co., of Canton, Ohio
 to
 Reconstruction Finance
 Corporation

Mortgage Deed--\$1.00 and other value
 Dated and Ack'd April 11, 1938
 Rec. for Rec. April 13, 1938
 Vol. 1209, Page 523

This mortgage was assigned to The First Trust and Savings Bank of Canton, Canton, Ohio, on Feb. 15, 1939, and cancelled on the record thereof by said bank on Sept. 4, 1940.

ADDENDA TO THE ABSTRACT OF TITLE FOR TRACT No. 58

No. 58

No Leases or Mechanics' Liens

No. 59

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

No. 60

No Federal, Excise or delinquent Personal Tax liens, or Recognizance liens.

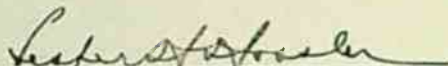
No. 61

Taxes due in June, 1940, ---\$42.02, Paid.
Total road assessments, \$206.21. Installments 1 and 2 due January, 1940, and June, 1940, of \$10.31 each, Paid.

---ooo000ooo---

I hereby certify that the foregoing ABSTRACT OF TITLE consisting of Sixty-one (61) Sections for the 5.18-acre tract described in Section No. 1 hereof was collated by me from the Official records of Stark County, Ohio, and that I believe the same is correct, and shows every instrument of record, affecting the title to said premises, as shown by the General Indexes in the several county Court House Offices in and for said county.

This Abstract of Title made for The Canton Mortgage Loan Company, Canton, Ohio, and dated this 20th day of September, 1940, at 10 o'clock, A. M.


Attorney at Law

ADDENDA to the foregoing ABSTRACT OF TITLE showing changes in title since and including September 20, 1940.

No. 1

Canton Mortgage Loan Co.,
by Joseph M. Blake, Pres.
Glen Yohe, Secy.

Warranty Deed \$3500.00
S & A Feb. 10, 1943
Rec. for rec. Feb. 13, 1943
Recorded March 17, 1943
Vol. 1387, page 563

to

Joseph M. Welch and
Bessie A. Welch

Conveys part of the Southeast Quarter of Section 31, Township 11, Plain, Range 8, beginning for the same at the Northeast corner of said Southeast quarter section line; thence north $85^{\circ} 20'$ West along the quarter section line, a distance of 95 feet to a point; thence South 4 degrees, 30 minutes west a distance of 374.21 feet to an iron pin; thence North 85 degrees .09 minutes west a distance of 95 feet to an iron pin; thence North 4 degrees 30 minutes East, a distance of 373.98 feet to a point in said Quarter section line, thence South 85 degrees 20 minutes east, a distance of 95 feet to the place of beginning, be the same more or less, subject to all legal highways.

Estate of Bessie A. Welch

Adm. Doc. 40, page 204
Case No. 42120

- 1946 Nov. 5 - Application for letters and declination filed.
 - Willard C. Thomas of First National Bank Bldg, Administrator.
 - Bond of \$2,000.00 filed and approved (not surety corp.)
 - Letters issued.
 29 - Proof of publication filed.
- 1947 Sept 26 - Inventory and appraisement and waiver filed.
 Oct 1 - Hearing set for October 20, 1947 @10:00 A. M. Notice ordered
 by publication.
 14 - Proof of publication filed.
 20 - Hearing Had. Inventory and appraisement approved and confirmed.

No further record
 Costs \$13.75 - Not Paid

No. 3

The application for letters of administration of the estate of Bessie A. Welch state that Bessie A. Welch died on or about June 17, 1945, at Canton, Ohio, leaving the following heirs and next of kin:

| | | | |
|--------------------|----------|--------|--------------------|
| Joseph M. Welch, | husband | age 62 | Canton, Ohio |
| Charles J. Welch | son | 30 | Cleveland, Ohio |
| Sarah Lee Hartman | daughter | 27 | Canton, Ohio |
| Bertha J. Welch | daughter | 24 | Canton, Ohio |
| Robert H. Welch | son | 19 | Panama, Canal Zone |
| Lillie M. Carnahan | daughter | 38 | Cleveland, Ohio |

- 1946 Nov. 5 Application for letters and declination filed.
Willard C. Thomas of First National Bank Bldg., Administrator.
Bond of \$4,000.00 with not surety corporation as surety filed
and approved.
Letters issued.
- 1946 Dec. 2 Proof of publication filed.
- 1947 Sep. 26 Inventory, appraisement and waiver filed. Hearing set for
October 20, 1947 at 10:00 A. M. Hearing had. Inventory and
appraisement approved and confirmed.
- Oct. 4 Petition to sell personal property filed.
20 Hearing had. Personal property ordered sold.
14 Proof of publication filed.
20 Hearing had. Inventory and appraisement approved and confirmed.

Costs \$18.25 not paid

No. 5

The application for letters of administration of the estate of Joseph M. Welch, state that Joseph M. Welch died on or about October 25, 1946, at Canton, Ohio, leaving the following persons as heirs and next of kin:

| | | | |
|-------------------|----------|--------|-------------------|
| Charles J. Welch | son | age 30 | Cleveland, Ohio |
| Sarah Lee Hartman | daughter | 27 | Canton, Ohio |
| Bertha J. Welch | daughter | 24 | Canton, Ohio |
| Robert H. Welch | son | 19 | Panama Canal Zone |

No. 6

Guardianship of Robert Hughes Welch

GDN. DOC. N., page 192
#12160

- 1946 Nov. 2 Application for appraisement as guardian of (Robert Hughes Welch, age 19 years 1/21/46) filed.
Hearing set for 11/15/46 at 9:00 A. M. and notice ordered.
Notice issued.
Waiver of notice filed.
6 Notice returned served.

1946 Dec. 21 Hearing had. Court finds guardianship necessary.
Application for letters and selection of Guardian filed.
Bond of \$3,000.00 with National Surety Corp. as surety filed
and approved.
Letters issued.

Bertha J. Welch, 2910 - 25th Street N. W., Canton, Ohio, Gdn.

affidavit in lieu of final account filed.

Costs \$9.66-Not Paid

Costs paid

No. 7

Sale of real estate

Civ. Doc 31, page 114
NO. 42120

Willard C. Thomas, admr. of
the estate of Bessie A. Welch,
deceased,

Plaintiff

-vs-

Charles J. Welch ✓
Sarah Lee Hartman ✓
Bertha J. Welch ✓
Robert Hughes Welch ✓
Lillie M. Carnahan and ✓
Willard C. Thomas ✓
Admr. of the estate of
Joseph M. Welch

Defendants

- 1948 Dec. 23 Petition for authority to sell decedent's real estate to pay debts filed.
- 23 Waiver of summons and consent to sell by Lillie M. Carnahan, Robert H. Welch, Charles J. Welch, Bertha J. Welch, Sarah Lee Hartman, Willard C. Thomas, admr. of the estate of Joseph M. Welch, dec'd.
- 28 Entry naming appraisers and appraisement ordered for entirety.
- 28 Order for appraisement issued.
- 30 Answer and waiver of Charles J. Welch, Sarah Lee Hartman, Bertha J. Welch and Lillie M. Carnahan filed.
- 31 Answer and waiver of Willard C. Thomas, admr of estate of Joseph M. Welch, deceased.
- 1949 Jan. 7 Order of appraisement returned, appraised at \$6500.00.
- 11 Additional bond of \$6500.00 with not surety corporation as surety filed and approved
- 11 Order of sale issued.

Plain Township Historical Society

Handwritten notes and signatures in the top right corner.

PETITION TO SELL
ENTIRE INTEREST IN

REAL ESTATE TO PAY DEBTS: The Plaintiff, Willard C. Thomas, was on the 5th day of November, 1946, duly appointed and qualified as Administrator of the Estate of Bessie A. Welch, late of this County, and who still is acting as such Administrator; as near as can be ascertained the amount of the valid debts against said estate and the costs of Administration of said estate will be about Four Hundred (\$400.00) Dollars.

That there were no personal property in said estate therefore no money with which to pay the costs of administering said estate.

Said decedent died seized in fee simple of an undivided one-half interest in and to the following described real estate, situated in the County of Stark and State of Ohio, and bounded and described as follows:

- PARCEL NO. 1 Lot No. 177 in the Prospect Knoll Addition in Perry Township.
- PARCEL NO. 2 Lot No. 178 in the Prospect Knoll Addition in Perry Township.
- PARCEL NO. 3 Lot No. 179 in the Prospect Knoll Addition in Perry Township.
- PARCEL NO. 4 Lot No. 180 in the Prospect Knoll Addition in Perry Township.
- PARCEL NO. 5. Part of the Southeast Quarter of Section 31, Township 11, Plain, Range 8, beginning for the same at the Northeast corner of said southeast quarter section line; a distance of 95 feet to a point; thence North 85° 20' West along the quarter section line, a distance of 95 feet to a point; thence South 4 degrees, 30 minutes west a distance of 374.21 feet to an iron pin; thence North 85 degrees .09 minutes West, a distance of 95 feet to an iron pin; thence North 4 degrees 30 minutes East a distance of 373.98 feet to a point in said Quarter section lines; thence South 85 degrees 20 minutes east, a distance of 95 feet to the place of beginning, be the same more or less subject to all legal highways.

Said interest in the above described real estate was erroneously appraised as Bessie A. Welch's interest was appraised as an undivided one-third interest, whereas she owned an undivided one-half interest and diligent effort has been heretofore made in regard to the sale of Parcel No. 5 based upon the erroneous appraisement; therefore this plaintiff prays that a new appraisement be ordered of the real estate described herein.

The Plaintiff desires to sell by virtue of Section 10510-10 of the General Code of Ohio, the entire interest in said described real estate of which said decedent owned an undivided one-half interest. The value of said entire estate, as near as can be ascertained is \$6500⁰⁰

Said decedent died intestate, leaving Joseph M. Welch, her surviving spouse, who is now also deceased, and the Defendant, Willard C. Thomas, is the Administrator of the Estate of Joseph M. Welch, deceased, that Charles J. Welch, Sarah Lee Hartman, Bertha J. Welch, Robert Hughes Welch, and Lillie M. Carnahan are the only children and heirs at law of said decedent, Bessie A. Welch, entitled to the next estate of inheritance from said decedent, Bessie A. Welch; that Charles J. Welch, Sarah Lee Hartman, Bertha J. Welch, and Robert Hughes Welch, are the only children and heirs at law of said decedent, Joseph M. Welch,

That all of said heirs at law, and parties of interest, have been made parties Defendant accordingly.

There are no other persons who have any interest in said described real estate.

WHEREFORE, the Plaintiff prays that he may be authorized and ordered to sell the entire interest in said described real estate to the statutes in such cases made and provided, and for such other and further relief to which he may be entitled.

WAIVER OF SUMMONS AND CONSENT TO SELL: We, the undersigned, parties Defendant to the within petition, waive the issuing and service of summons, and voluntarily enter our appearance as such Defendants. And we do hereby consent to the sale of the real estate described in said petition as therein prayed for.

JOURNAL ENTRY ON HEARING, ORDER FOR APPRAISEMENT: This day this cause came on to be heard upon the petition and evidence and the Court being fully advised in the premises finds; that all the defendants herein have been duly and legally served with process or have voluntarily entered their appearance herein, and are now properly before the Court, and that the statements and allegations in said petition are true. And being further satisfied that it is necessary to sell the real estate described in the petition for the purpose therein stated, it is ordered that an appraisement of said real estate be made and that Russell E. Ake, James V. Armogida and A. H. D'Aurora, three judicious and disinterested persons of the vicinity not next of kin of the petitioner be and they hereby are appointed to appraise said real estate in entirety or in parcels at its true value in money, free of dower.

ORDER OF APPRAISEMENT: To: Willard C. Thomas, Administrator of the Estate of Bessie A. Welch.

In obedience to an order and decree of the Probate Court, within and for said County, made this day, in a certain cause, wherein you as Administrator are Plaintiff and Charles J. Welch, et al are Defendants, you are commanded that by the oaths of Russell E. Ake, James V. Armogida, and A. H. D'Aurora, judicious disinterested men of the vicinity, not of kin to the petitioner, who are free holders of the County in which said real estate is situated, and upon actual view, you cause a just valuation and appraisement to be made according to law of the following described premises, free of the dower estate, to wit:

The entire interest in and to the following described real estate:

PARCEL NO. 1 Lot No. 177 in the Prospect Knoll Addition
in Perry Township.

PARCEL NO. 2 Lot No. 178 in the Prospect Knoll Addition in Perry Township.

PARCEL NO. 3 Lot No. 179 in the Prospect Knoll Addition in Perry Township.

PARCEL NO. 4 Lot No. 180 in the Prospect Knoll Addition in Perry Township.

PARCEL NO. 5 Part of the Southeast Quarter of Section 31, Township 11, Plain, Range 8, beginning for the same at the Northeast corner of said Southeast quarter section thence north 85 degrees 20 minutes West along the quarter section line, a distance of 95 feet to a point; thence South 4 degrees, 30 minutes west a distance of 374.21 feet to an iron pin; thence North 85 degrees 09 minutes West, a distance of 95 feet to an iron pin; thence North 4 degrees 30 minutes East, a distance of 373.98 feet to a point in said Quarter section line; thence South 85 degrees 20 minutes east, a distance of 95 feet to the place of beginning, be the same more or less, subject to all legal highways.

RETURN: In obedience to the foregoing order, I have caused the same to be truly executed, as will fully appear by the proceedings hereto attached.

OATH OF APPRAISERS: We, the undersigned, appraisers, do make solemn oath that we will, upon actual view, honestly and impartially appraise the within described real estate at its fair cash value, and perform the duties required of us in pursuance of the foregoing order.

APPRAISERS' RETURN: In obedience to the foregoing order, after being first duly sworn and upon actual view of the premises therein described, we, the undersigned appraisers, estimate the value of said real estate at \$6500.00 to said dower estate.

ANSWER AND WAIVER OF CHARLES J. WELCH

SARAH LEE HARTMAN, BERTHA J. WELCH,

ROBERT HUGHES WELCH AND LILLIE M. CARNAHAN: Now come the

Defendants, Charles

J. Welch, Sarah Lee Hartman, Bertha J. Welch, Robert Hughes Welch, and says that they are the parties defendant in the above entitled action; that said decedent, Bessie A. Welch, died seized of an undivided one-half interest in the real estate described in the petition; that Joseph M. Welch was the husband and surviving spouse of Bessie A. Welch at the time of her decease and that said decedent, Bessie A. Welch, died intestate leaving Joseph M. Welch her surviving spouse, who is now also deceased; that Charles J. Welch, Sarah Lee Hartman, Bertha J. Welch, Robert Hughes Welch and Lillie M. Carnahan are the only children and heirs-at-law of said decedent, Bessie A. Welch, entitled to the next estate of inheritance from said decedent, Bessie A. Welch; that Charles J. Welch, Sarah Lee Hartman, Bertha J. Welch, and Robert Hughes Welch are the only children and heirs-at-law of said decedent, Joseph M. Welch; that under favor of Section 10510-10 of the General Code of the State of Ohio these defendants and each of them do hereby consent and require that this action include the entire interest in all the real estate in the petition described.

We, the defendants, and each of us, do hereby waive the issuance and service of summons in the above entitled action and enter our appearance herein and consent to the prayer of the petition.

WHEREFORE, we defendants ask that out of the proceeds of the sale of the real estate described in the petition we be paid our respective shares to which we are entitled according to the statutes in such case made and provided, and for such other and further relief to which we may be entitled.

ANSWER AND WAIVER OF WILLARD
C. THOMAS, ADMINISTRATOR OF THE
ESTATE OF JOSEPH M. WELCH, DEC'D.

Now comes Willard C. Thomas,
Administrator of the Estate

of Joseph M. Welch, deceased, one of the Defendants herein, and for his Answer to the Petition says that he is the duly appointed, qualified and acting Administrator of the Estate of Joseph M. Welch, deceased, and further says that he admits that he, Willard C. Thomas, is the duly appointed, qualified and acting Administrator of the Estate of Bessie A. Welch, deceased; that said decedent, Bessie A. Welch, died seized of an undivided one-half interest in the Estate of Joseph M. Welch, one of the Defendant, is entitled to the other one-half interest in such real estate.

I, Willard C. Thomas, Administrator of the Estate of Joseph M. Welch, deceased, one of the Defendants, do hereby waive the issuance and service of summons in the above entitled action and enter my appearance herein, and I as such Defendant further consent to the prayer of the Petition.

WHEREFORE, this Defendant asks that one-half of the proceeds of the sale of the real estate described in the Petition be paid to him as Administrator of the estate of Joseph M. Welch, deceased, according to the statutes in such case made and provided, and for such other and further relief to which he may be entitled.

L I E N S

No. 8

No mortgages.

No. 9

No leases or other mechanics liens.

No. 10

Joseph M. Welch and
Bessie A. Welch
to
Edward R. Hart Co.

Mechanics lien \$204.36
S & A Oct. 30, 1946
Rec. for rec. Oct. 31, 1946
Rec. Nov. 4, 1946
Vol. 22, page 95
Cancelled.

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

No. 12

- No personal tax liens.
- No federal tax liens
- No recognizance bond liens
- No unemployment compensation liens.

No. 13

TAXES: December 1948, \$20.13 --- Not Paid

No. 14

ASSESSMENTS: County Road Assessment
 Balance due \$3.31
 December 1948 payment \$1.66 -- Not Paid

No search made for special assessments or for judgments in Courts other than the Court of Common Pleas, Stark County, Ohio.

I hereby certify that the foregoing ADDENDA showing the foregoing sections, was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises as shown by the General Indexes in the several county offices in and for Stark County, Ohio, since and including September 20, 1940.

Fred Elias George

 ATTORNEY AT LAW

CANTON, OHIO
 January 12, 1949

Sale of Real Estate (cont.)

1949 Jan. 17 Order of sale returned. Parcel #5 sold to Glenn Tarr for \$6500.00.
 17 Sale confirmed. Deed and distribution ordered.

JOURNAL ENTRY: This cause came on this day to be heard upon the report of the Plaintiff of sale made to Glenn Tarr for the sum of \$6500.00 in cash ordered conveyed by this action, as hereinbefore ordered, and the proceedings appearing in all respects regular and in conformity to law, they are hereby approved and confirmed.

And the said Willard C. Thomas, Administrator, is ordered to execute and deliver to the said purchaser a good and sufficient deed for the premises so sold.

Known as and being Part of the Southeast Quarter of Section 31, Township 11 (Plain Township) Range 8 and more particularly described as follows:

Beginning for the same at the Northeast corner of said southeast quarter section; thence North 85° 20' West along the quarter section line a distance of 95 feet to a point; thence South 4° 30' West a distance of 374.21 feet to an iron pin; thence North 85° 09' W a distance of 95 feet to an iron pin; thence North 4° 30' East a distance of 373.98 feet to a point in said quarter section line; thence South 85° 20' East a distance of 95 feet to the place of beginning.

And the Court coming now to distribute the proceeds of said sale, amount of \$6500.00 (the said Glenn Tarr having elected to pay the same in cash, and the Court approving the same, as being for the best interest of said estate.)

It is ordered that said administrator, out of the money in his hands, pay:

FIRST: To the Treasurer of this County, the taxes, penalty, and interest against said property, to-wit: the sum of \$21.79.

SECOND: The costs and expenses incurred in the sale of said property, amounting to the sum of \$389.15 as follows:

- a. The Court costs, amounting to the sum of 12.00
- b. Fred Elias George, Atty for the Plaintiff, the sum of 330.00

THIRD: To Fred Elias George, for Abstract, the sum of 40.00

FOURTH: Federal Revenue stamps 7.15

It is ordered that the balance of said fund, amounting to \$6089.06 be accounted for by said Administrator, according to law.

Willard C. Thomas, Admr. of
 the Estate of Bessie A. Welch
 to
 Glenn Tarr

Admr. Deed \$6500.00
 S & A Jan. 17, 1949
 Rec. for rec. Jan. 18, 1949
 @3:10 P. M.
 Rec. Jan. 19, 1949
 Vol. 1801, page 222

Recites proceedings in Probate Court in Case No. 42120.
 Conveys abstracted premises and other premises.

No. 17

Glenn Tarr and
Mildred Tarr,
husband and wife
to
Anna C. McKenzie

Mortgage \$4500.00
S & A. Jan. 17, 1949
Rec. for rec. Jan. 18, 1949 @3:11 P.M.
Recorded Jan. 19, 1949
Vol. 1812, page 133
Not cancelled

*Computed on
the record
by Fred George*

Covers abstracted premises for loan of \$4500.00 with interest @ the rate of $4\frac{1}{2}\%$ per annum, computed monthly in advance, payable at the rate of not less than \$45.00 per month.

No. 18

No leases or mechanics liens/

No. 19

No personal tax liens
No federal tax liens.
No recognizance bond liens.
No unemployment compensation liens.

No. 20

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

No. 21

TAXES: December 1948 \$20.13 --- Not Paid

No. 22

No search made for special assessments or for judgments in Courts other than the Court of Common Pleas, Stark County, Ohio.

I hereby certify that the foregoing CONTINUATION was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises as shown by the General Indexes in the several county offices in and for Stark County, Ohio since and including January 12, 1949.

Fred George
ATTORNEY AT LAW

CONTINUATION

No. 23.

Willard C. Thomas, Admr.
of the Estate of Bessie
A. Welch, deceased,

Plaintiff

Civ. Doc. 31, Page 114
Case No. 42120
(Cont. from Sec. 7 of the
preceding Addenda dated
January 12, 1949.)

-vs-

Charles J. Welch, et al

Defendants

- 1950 Feb. 18, Application to fix price at which Lots #177, 178, 179 and 180 in Prospect Knowll's Addition to Perry Township Stark County, Ohio may be sold.
- 18, Hearing had. Court fixes prices at which lots may be sold.
- 18, Nunc Pro Tunct entry confirming appraisement and bond. This entry to be effective as of January 11, 1949.
- Apr. 6, Motion for court to issue alias order of sale nunc pro tunct to correct legal description on Parcel 5 filed.
- 6, Hearing had. Court orders alias order of sale, nunc pro tunct issued and Plaintiff is ordered to give deed to correct description.
- 6, Alias order of sale issued.
- 6, Order of sale returned. Parcel 5 sold to Glenn Tarr for the sum of \$6500.00

*approval +
costs*

No. 24.

Willard C. Thomas as
Administrator of the
Estate of Bessie A.
Welch, deceased

Administrator's Deed
Dated: April 12, 1950
Rec. for Rec. April 14, 1950
Serial # 186405
Volume 1886 Page 521

to

Glenn Tarr

Conveys the following described premises:

Situated in the Southeast Quarter of Section 31, Township 11 (Plain), Range 8 and more particularly described as follows: Beginning for the same at the northeast corner of said southeast quarter section; thence north 85 degrees 20 minutes west along the quarter section line a distance of 95 feet to a point and the true place of beginning for the tract herein described; thence south 4

degrees 30 minutes west a distance of 374.21 feet to an iron pin; thence north 85 degrees 09 minutes west a distance of 95 feet to an iron pin; thence north 4 degrees 30 minutes east a distance of 373.98 feet to a point in said quarter section line; thence south 85 degrees 20 minutes east a distance of 95 feet to the true place of beginning.

"This Administrator's deed is being given to correct an error in the description in the Deed recorded in Volume 1801 at Page 222 of the Stark County Deed Records."

No. 25.

Glenn Tarr and
Mildred A. Tarr,
husband and wife,

to

First National Bank
of Canton

Mortgage \$5,000.00
Dated: April 12, 1950
Rec. for Rec. April 13, 1950
1:13 P. M.
Volume 1902 Page 101
~~NOT~~ CANCELLED

Cancelled for this title

Conveys premises described in Section 24 to secure a promissory note of even date with interest at $4\frac{1}{2}\%$ per annum, interest and principal payable in monthly installments of \$111.86 each.

No. 26.

Glenn Tarr and
Mildred Tarr,
husband and wife,

to

Anna C. MacKenzie

Mortgage \$1,000.00
Dated: April 12, 1950
Rec. for Rec. April 13, 1950
Volume 1902 Page 156
~~NOT~~ CANCELLED

above mortgage + note sold and transferred to Mrs. M. J. Jones. and cancelled on the record by her H. J. Jones

Conveys premises described in Section 24 to secure a promissory note of even date with interest at 6% per annum computed semi-annually and paid in advance. Principal to be repaid in installments of \$20.00 each per month.

No. 27.

Jeffry R. Sheridan, d.b.a.
The American Furnace Company

vs

Glenn A. Tarr, a.k.a.
Glenn Tarr

Mechanic's Lien \$722.78
Dated: February 2, 1950
Rec. for Rec. February 2, 1950
Volume 23 Page 239
Cancelled

No. 28.

No leases.

No. 29.

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

No. 30.

No Federal, recognizance, personal tax or unemployment compensation liens.

No. 31.

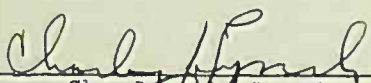
TAXES

Paid to and including December, 1949 payment.
June, 1950 payment \$19.83

ASSESSMENTS

Fulton Road Ext. G.H. #351, Section B.
Paid to and including December, 1949 payment.
June, 1950 payment - \$1.82

I hereby certify that the foregoing Continuation consisting of Sections Number 23 to 31 inclusive, was collated by me from the official records of Stark County, Ohio, and that I believe the same to be correct and shows every instrument of record affecting the title to said premises since and including January 26, 1949, as shown by the general indices in the several county offices in and for Stark County, Ohio.



Charles J. Lynch

Canton, Ohio
April 14, 1950

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

No. 32

CONTINUATION since April 14, 1950 to part of the Southeast Quarter of Section #31, Township #11 (Plain), Range #8, Stark County, Ohio, as described in Section No. 24 of preceding Continuation.

No. 33

No deed from Glenn Tarr.

No. 34

Glenn Tarr, a.k.a.
Glenn A. Tarr
Mildred A. Tarr, his wife
to
Stark Federal Savings and
Loan Association

MORTGAGE \$500.00
S. & A. June 10, 1954
R. f R. June 10, 1954
Vol. 227, Page 110
~~Not Canceled~~

Handwritten signature

Mortgage on said premises.

No. 35

No leases, mechanics liens, or recognizance liens.

No. 36

No Federal tax, personal tax, or unemployment compensation liens.

No. 37

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

No. 38

Taxes due December payment 1953 - PAID.

No. 39

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

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

Canton, Ohio
June 10, 1954
2:00 P.M.

Handwritten signature

ATTORNEY AT LAW

ADDENDA TO ABSTRACT OF TITLE to part of the Southeast Quarter of Section #31, Township #11 (Plain), Range #8, Stark County, Ohio, as described in Section #24 of Addenda dated April 14, 1950, since and including June 10th, 1954.

No. 1.

There have been no Deeds filed conveying any interest in the above described premises.

LIENS

No. 2.

There have been no Mortgages filed conveying any interest in the above described premises.

No. 3.

There are no Leases or Mechanic's Liens against said premises.

No. 4.

There are no Personal Property Tax Liens, Federal Tax Liens, Recognizance Bond Liens, Unemployment Compensation Liens, or Old Age Pension Liens, which are living liens against said premises.

No. 5.

TAXES: December 1955 taxes, \$46.66 - not paid

ASSESSMENTS: 11th of 20 Sewer Assessments, \$17.09
due December 1955 - not paid
Annual Sewer Maintenance Assessment \$3.00
due December 1955- not paid.

No. 6.

There are no Foreign Executions, Judgments, Certificates of Judgment, Pending Suits or Executions, which are living liens against said premises.

I hereby certify that the foregoing ADDENDA was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises, since and including June 10, 1954, as shown by the General Indexes in the several County Offices, in and for Stark County, Ohio.

Canton, Ohio,
February 27th, 1956,
at 1:00 P.M.


James H. Emsley - Attorney at Law

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

No. 7

CONTINUATION since February 27, 1956 to part of the Southeast Quarter of Section #31, Township #11 (Plain), Range #8, Stark County, Ohio, containing 0.82 acre, as described in Section No. 24 of Addenda dated April 14, 1950.

No. 8

Glenn Tarr,
Mildred A. Tarr, his wife,
to
Dean Schupbach

WARRANTY DEED
S. & A. March 14, 1956
R. f R. March 14, 1956
Vol. 2400, Page 192

Conveys premises abstracted.

Dean Schupbach,
Dolores A. Schupbach, his wife
to
Stark Federal Savings and
Loan Association of Canton

MORTGAGE \$10,500.00
S. & A. March 14, 1956
R. f R. March 14, 1956
Vol. 2395, Page 72
Not Cancelled

Mortgage on said premises

No leases, mechanics liens, or recognizance liens.

No. 11

No Federal tax, personal tax, or unemployment compensation liens.

No. 12

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

No. 13

Taxes due June payment 1955 - PAID.

No. 14

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

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

Canton, Ohio
March 14, 1956
12:00 NOON

Harold A. Freist
ATTORNEY AT LAW

A D D E N D A

ADDENDA to the foregoing Abstract of Title to the Quarter Section No. 31, Township No. 11, (Plain), Range No. 8, in the City of Canton, County of Stark and State of Ohio, showing all changes since and including March 14, 1956.

No. 1.

NO DEEDS.

No. 2.

NO MORTGAGES.

No. 3.

NO LEASES.

No. 4.

NO MECHANICS LIENS.

No. 5.

NO PENDING SUITS OR LIVING JUDGMENTS WHICH ARE A LIEN AGAINST THE PREMISES IN QUESTION.

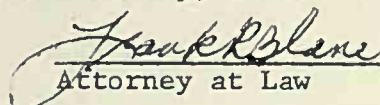
No. 6.

NO FOREIGN EXECUTIONS, PERSONAL PROPERTY TAX LIENS, FEDERAL TAX LIENS, RECOGNIZANCE BONDS, UNEMPLOYMENT COMPENSATION LIENS OR OLD AGE PENSION LIENS.

No. 7.

TAXES AND ASSESSMENTS DUE AND PAYABLE - June, 1959 - \$83.10 paid.
Sewer Maintenance - \$3.00 - Paid.

I hereby certify that the foregoing ADDENDA, consisting of seven sections, was collated by me from the Public 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 March 14, 1956, as shown by the General Index in the Various Public Offices of Stark County, Ohio.


Attorney at Law

Canton, Ohio
October 16, 1959.
8:00 A. M.

LAW OFFICES OF FRANK R. BLANC CANTON OHIO

Plain Township Historical Society

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

No. 8.

Dean Schupbach and
Delores A. Schupbach,
husband and wife,
who claim title by or
through instrument recorded
in Volume 2400, Page 192,
County Recorder's Office,

Warranty Deed - \$1.00
Dated - October 14, 1959
Rec'd - October 17, 1959
Volume 2669, Page 49.

to

Larry L. Cooper,
2910 - 25th Street, N. W.
Canton, Ohio.

Conveys: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Southeast Quarter of Section 31, Township 11 (Plain), Range 8, Stark County, Ohio, and being bounded and described as follows: Beginning for the same at the Northeast corner of Southeast Quarter of Section 31; thence North $85^{\circ} 20'$ West along the Quarter Section line, a distance of 95 feet to a point and the true place of beginning; thence South $4^{\circ} 30'$ West, a distance of 186.21 feet to a point; thence North $85^{\circ} 09'$ West a distance of 95 feet to a point; thence North $4^{\circ} 30'$ East, a distance of 185.98 feet to a point on the Quarter Section line; thence South $85^{\circ} 20'$ East a distance of 95 feet to a point and the true place of beginning, and containing an area of 0.405 acre of land, more or less. Reserving, however, 25 feet off the North end of the above described tract of land, same to be used for roadway purposes (25th St. N. W.).

Guardianship of Velma Elizabeth Cooper,
Guardianship No. 17030.

In The Probate Court,
Stark County, Ohio,
Gdn. Docket "R", Page
320.

1960

- 1-8 - Application and waivers for appointment as guardian of Velma Elizabeth Cooper, a minor, 19 years, August 24, 1959, filed.
- 1-8 - Hearing set for January 15, 1960 at 10:45 A.M. and Notice ordered.
- 1-8 - Notice issued.
- 1-11 - Notice returned served in Stark County.
- 1-15 - Hearing had. Court finds guardianship necessary. Bond and Guardian ordered.
- 1-15 - Application for Letters and selection of guardian filed.
- 1-15 - Larry L. Cooper, 2910 - 25th St. N. W., Canton, Ohio, Guardian.
- 1-15 - Bond of \$1000.00 with Vernon R. Conley and Sophia J. Conley as sureties filed and approved.
- 1-15 - Letters issued.
- 1-15 - Application to release dower filed.
- 1-15 - Hearing had. Release of dower authorized.

It is further ordered that the amount of the dower interest of VELMA ELIZABETH COOPER, to-wit: Five Hundred Dollars (\$500.00), be retained by said Guardian for the benefit of his ward.

Plain Township Historical Society

REUBEN Z WISF
PROBATE JUDGE

L I E N S

No. 10.

No Mortgages.

No. 11.

No Leases or Mechanic's Liens.

No. 12.

Taxes due December, 1959 have not been paid. (Tax Duplicate does not show split.)

No. 13.

Maintenance due December, 1959 in the sum of \$3.00 have not been paid.

No. 14.

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

No. 15.

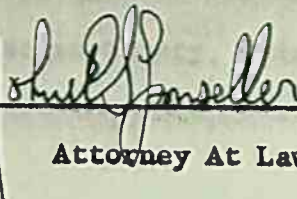
No Judgments, Foreign Executions or Pending Suits which are living liens on said premises.

I hereby certify that the foregoing CONTINUATION, consisting of Sections Nos. 8 to 15 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 16th day of October, 1959, 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

January 18, 1960

at 9:00 o'clock A.M.



Attorney At Law

SHORT FORM CONTINUATION

No. 16.

No Deeds of Conveyance.

L I E N S

No. 17.

Larry L. Cooper and
 Velma E. Cooper, his wife, Mortgage - \$13,600.00
 A Minor, By Larry L. Cooper Dated - January 20, 1960
 Her Guardian, Volume 2698, Page 191.

to

The Citizens Springs Association.

Covers the premises described in Section No. 8 of the preceding Continuation.

* * * * *

I hereby certify that the foregoing instruments are the only instruments filed for record since and including the 18th day of January, 1960, 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

January 20, 1960



Attorney At Law

May 27, 1960
THE SMITH TRUMP ABSTRACT CO. INC.
James H. Wolf
 Society

CONTINUATION relating to part of the Southeast Quarter of Section 31, Township 11 (Plain), Range 8, Stark County, Ohio, and being bounded and described as follows: Beginning for the same at the northeast corner of Southeast Quarter of Section 31; thence north 85° 20' west along the quarter section line, a distance of 95 feet to a point and the true place of beginning; thence south 4° 30' west, a distance of 186.21 feet to a point; thence north 85° 09' west a distance of 95 feet to a point; thence north 4° 30' east a distance of 185.98 feet to a point on the quarter section line; thence south 85° 20' east a distance of 95 feet to a point and the true place of beginning, and containing an area of 0.405 acre of land, more or less.

Reserving, however, 25 feet off the north end of the above described tract of land, same to be used for roadway purposes (25th St. N. W.).

Since January 20, 1960.

No. 19.

No deeds from Larry L. Cooper for premises described above have been filed for record since Jan. 20, 1960.

No. 20.

The records of the Probate Court of Stark County, Ohio, disclose no adjudications of mental illness, feeble-mindedness, epilepsy or the appointment of a guardian for anyone appearing in the chain of title during the period covered by this CONTINUATION.

L I E N S
No. 21.

Larry L. Cooper and
Velma E. Cooper, His Wife,
a minor, by Larry L. Cooper,
Her Guardian,
to
The Citizens Savings
Association, Canton, Ohio.

Mortgage \$15,550.00.
Dated May 25, 1960.
Rec. for rec. May 25, 1960,
1:50 P. M. (E.S.T.).
Vol. 2737, page 666.
NOT CANCELED.

Covers premises described in Sec. No. 18 above.
Also other premises.

Secures a loan of \$15,550.00, payable \$156.00 monthly,
interest 6 $\frac{1}{4}$ %.

No. 22.

NO OLD AGE PENSION LIENS.

No. 23.

NO LEASES OR MECHANIC'S LIENS.

No. 24.

Taxes due Dec., 1959, instalment, Sec. 31, NPSE, 0.83 A., \$81.26 paid. June, 1960, instalment \$81.26 not paid. ASSESSMENT: Plain Twp. Maintenance, Broad Ave. Sewer District #12. Sec. 31, SE 1/4. 0.83 A. Annual instalment due Dec., 1959, \$3.00 paid. Plain Twp. Sewers Maintenance Vol. 2, Page 320.

No. 25.

No recognizance bond liens, federal tax liens, unemployment compensation tax liens or delinquent personal tax liens.

No. 26.

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

--oOo--

We hereby certify that the foregoing CONTINUATION consisting of Sec. No. 18 to No. 26, inclusive, 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 premises described in Sec. No. 18 hereof, since January 20, 1960, as shown by the general indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio,
May 25, 1960,
1:51 o'clock P. M.
(E.S.T.).

THE SMITH-TRUMP ABSTRACT COMPANY

BY Thomas H. Metzger,
Manager