

Santra
Abstract

Property of
Plain Township
Historical Society

of

The Title

to

PART OF THE NORTHWEST QUARTER

OF SECTION #32, TOWNSHIP #11

(PLAIN), RANGE #11 STARK CO.,

OHIO, cont. 1.29 Acres.

(Lots #197, 198 & 199 proposed
Edmeyer Park #3)

ESTABLISHED 1869

THE SMITH TRUMP ABSTRACT CO., INC.
CANTON, OHIO

Station #3

STATION #3

Plain Township Historical Society

ABSTRACT OF THE TITLE relating to a part of the North-west Quarter of Section #32, Township #11 (PLAIN) and Range #8, Stark County, Ohio, described as follows: Beginning at the intersection of the south line of said quarter section and the east line of Broad Avenue N. W., said point being the extension eastwardly of the center line of 25th Street N. W. in Edmeyer Park #2; thence south 85° and 30' east along the south line of said quarter section a distance of 300.0 feet to the true place of beginning of the tract hereby described; thence north 4° and 47' east and parallel to the east line of Broad Avenue N. W. a distance of 220.0 feet; thence south 85° and 30' east a distance of 254.8 feet to a point on the west line of Fulton Heights; thence south 4° and 6' west along the west line of Fulton Heights a distance of 220.0 feet to a point on the south line of said quarter section; thence north 85° and 30' west along the south line of said quarter section a distance of 257.1 feet to the true place of beginning and containing 1.29 acres of land.

A strip of land 25 feet wide is reserved off the south and east sides of the above described tract for roadway purposes.

No. 2.

All deeds, mortgages and other instruments of writing set forth in the following sections are properly executed unless otherwise noted therein, and all cancelations of mortgages and other instruments are regular unless otherwise noted.

When the husband or wife joins in the granting clause, the name shall appear as at Sec. 7, but when dower only is released, it will appear as "husband" or "wife" only as at Sec. 30.

No. 3.

James Madison, President
of the United States of
America,
to
Bezaleel Wells.

Patent.
Dated Aug. 6, 1813.
Rec. for rec. July 5, 1882.
Vol. 188, page 256.

Conveys the Southwest Quarter of Section #32,
Township #11, Range #8 of the lands directed to be sold at
Steubenville, Ohio, by Act of Congress.

No. 4.

Calvin Coolidge, President
of the United States of
America,
to
Bezaleel Wells.

Patent.
Dated May 20, 1925.
Rec. for rec. May 25, 1925.
Vol. 859, page 317.

Conveys the Northwest Quarter of Section #32,
Township #11 North of Range #8 West of the Ohio River Base
and Meridian, Ohio, containing 160 acres of the lands directed
to be sold at Steubenville, Ohio, by Act of Congress.

This patent is granted as and for a patent intended
to have been granted and issued on Aug. 6, 1813, but the
issuance of which is not sufficiently evidenced by the records
of the General Land Office or by other obtainable evidence.

No. 5.

On May 16, 1814 Bezaleel Wells and Sally, his wife,
conveyed to Thomas Taylor the following described part of
Sections 29 and 32, Township #11, Range #8 beginning for said
tract or parcel of land at a post standing in the west
boundary of Sec. 32 aforesaid, 61 perches from the northwest
corner of said section; thence with said western boundary
of Sec. 32 and the western boundary of 29, 211 perches to a
post in the edge of a mill pond belonging to Abraham Vanmeter
on the west fork of Nimishillen Creek; thence down said Mill
pond by the several courses and meanders thereof as follows:
South 60° east 30 perches; thence south 68° east 3 perches;

south $62\frac{1}{2}^{\circ}$ east 15 perches; scuth 69° east 12 perches;
south 50° east 12 perches; scuth 88° east 6 perches; south
 38° east 36 perches; south 20° east 14 perches; south 9°
east 14 perches; south $25\frac{1}{2}^{\circ}$ east 16 perches; south 17° east
14 perches; south 9° east 14 perches; scuth 38° east 7.4
perches; scuth 5° east 30.8 perches; south 10° east 30 perches;
south 15° east 10 perches to a post at the edge of said Mill
pond, all said courses being along the edge of the water in
said Mill pond; thence from the post last above mentioned
west 132 perches to the place of beginning aforesaid contain-
ing 127.19 acres, more or less.

NOTE: Vol. "B", page 343, Stark County Recorder's Office.
On June 19, 1815 Thomas Taylor conveyed to Roswell
M. Mason the 127.19 acre tract above described.
Vol. "C", page 150, Stark County Recorder's Office.

No. 6.

On Feb. 29, 1817 Bezaleel Wells and Sally, his wife,
conveyed to John Trump the following described part of Sections
29 & 32, Twp. #11, R. #8, beginning for said parcel of land at
the northeast corner of Sec. 32 aforesaid and running thence
south with the eastern boundary of said Section 58.5 perches
to a post; thence west with the line of Jacob Coleman's land
75.5 perches to a hickory tree; thence still with said Coleman's
line south 50° west 91.3 perches to a black oak tree near to
a saw mill; thence down the tail race of said sawmill south
13.2 perches to a post; thence south 11° east 18 perches to a
post; thence south 70° east 22.4 perches to a post; thence
south 15° west 8 perches to a post on the bank of Nimishillen
Creek at the lower end of the tail race; thence up the middle
of said Creek north 31° west 30 perches; thence north 18° west
20 perches leaving the creek to a post; thence south 50° west
9.7 perches to a post near a large notched white oak tree;
thence north 16° west 78 perches to a post, corner to a tract
of land belonging to Roswell M. Mason; thence with the line
of said Mason's land up said Creek and binding on the edge of
a Mill pond by the several courses and meanders thereof to a
post in the western boundary of said Sec. 29; thence north
with said western boundary 3.6 perches to a post being the
southwest corner of a tract of land sold by said Bezaleel to
Baltzer Bentzell; thence with said Bentzell's line down the
creek and binding on the edge of said Mill pond by the several
courses and meanders thereof to a post in the north boundary
of Sec. 32 aforesaid; thence with said north boundary east 184
perches to the place of beginning aforesaid containing 113
acres, more or less.

Vol. "C", page 176, Stark County Recorder's Office.

Bezaleel Wells
and Sally, wife,
to
Andrew Myer.

Warranty Deed \$11,000.00.
Dated Sept. 11, 1817.
Rec. for rec. Sept. 20, 1817.
Vol. "C", page 439.

Conveys the Northwest and Southwest Quarter of Sec. #5, Twp. #10, R. #8; the Northeast and Southeast Quarters of Sec. 6 in the same township and range aforesaid; the Northeast Quarter of Sec. 7 in the same township and range aforesaid and a part of Sec. 32 in the eleventh township and range aforesaid, said part of said Sec. #32 being bounded as follows to-wit: Bounded on the east by the west fork of Ninlshillen Creek; on the north by parts of said section now belonging to John Trump and Roswell M. Mason; on the west and south by the western and southern boundaries of said section, it being all that part of Sec. 32 which has not been heretofore conveyed by said Bezaleel. The whole of said tracts or parcels of land containing 1020 acres, more or less.

NOTE:- Grantors sign "Bez. Wells, Sally Wells."

Andrew Meyer's Will

Dated June 24, 1841.
Probated July 4, 1848.
Will Rec. "B", page 454.
Stark County Probate Court.

FIRST: 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.

SECOND: I give and devise to my daughter Elizabeth Cassilly the Northwest Quarter of Section #6, Township #10, Range #8 in said County (Stark County, Ohio), and the Northwest 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 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 the same to vest in her brothers and sisters, or their legal representatives.

THIRD: I give and devise to my daughter Alena Patton the Southwest 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 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.

FOURTH: I give and devise to my son Francis J. Meyer the Northwest Quarter of Section #31 in Plain Township in said County, and the Southwest Quarter of the same 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.

FIFTH: I give and devise to said Elizabeth, Alena and Francis J. the Southeast Quarter of the 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.

SIXTH: 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 Sept. 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 value, except that it is my will that on the death of my wife, said Joseph have the house where I now reside in addition to the one-half of the land.

SEVENTH: I give and devise to my said son Andrew the tract of land in said County, bought by me of John Shorb by deed dated Jan. 7, 1831, and recorded in Book "I", pages 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.

EIGHTH: 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 hereby loaning the same on real estate security and out of the interest, or interest on other moneys, pay Margaret Hosafras the sum of \$120.00 per annum during her life, provided she remains single.

NINTH: It is my will that the rest of my real estate in Baltimore shall remain as at present as long as the law will allow, drawing rent, and the rent 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 re-invested and the interest divided as aforesaid.

TENTH: 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 \$500.00, provided, however, that should they or either of them have received from Item 9 before his or their death the sum of \$500.00, then his or their widow to receive nothing on his or their death.

ELEVENTH: 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.

TWELFTH: The stock and farming 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.

No. 9.

Andrew Meyer's Estate

1848 July 4" Letters testamentary granted to Joseph Meyer and Andrew Meyer, Jr.

" " 9" Bond filed and letters issued.

" Oct. 3" Inventory filed.

" " 5" Sale list filed.

1849 May 26" Second sale list filed.

1850 Apr. 17" Partial account filed.

" Feb. 24" Exceptions filed.

1851 Sept. 30" Second partial account filed.

1852 June 1" Account examined and passed Executors and exceptors give notice of appeal.

" " 26" Transcript and papers filed with Clerk of Common Pleas Court.

" Dec. 27" Third partial account filed.

1854 Feb. 4" Final account filed.

1855 Jan. 6" Executors resign.

Admr. Doc. "B", page 281.
Stark County Probate Court.

No. 10.

Andrew Meyer's Estate

1855 Jan. 22" Francis J. Meyer and Thomas Patton, Administrators de bonis non with will annexed.

" " " Bond filed.

" " " Letters issued.

1859 Mar. 17" Partial account filed.

" " 15" Additional bond filed.

1860 Nov. 19" Second partial account filed,

1865 Jan. 3" Third partial account filed.

1871 Apr. 15" Final account filed.

Admr. Doc. "D", page 128.
Stark County Probate Court.

No. 11.

Andrew Meyer's Estate

1871 May 15" Joseph A. Meyer,
Administrator de bonis
non.
" " " Bond filed.
" " " Letters issued.
1874 May 27" Final account filed.
1875 Apr. 24" Distributive account
filed.
Admr. Doc. "E", page 293.
Stark County Probate Court.

No. 12.

Joseph Meyer,
-vs-
Andrew Meyer,
Andrew Meyer, Jr.,
Emily Meyer,
Louisa Meyer,
Joseph Meyer,
William Meyer,
Margaret Meyer,
Isabella Meyer,
Francis J. Meyer,
James H. Cassilly,
Elizabeth Cassilly,
Thomas Patton and
Alena Patton.

IN PARTITION
1848 Oct. 28" Petition filed.
" " " Answer of defendant
filed.
" " " Partition ordered.
1849 Feb. 13" Certified order issued.
" Apr. 20" Subpoena issued for all
defendants except Andrew
Meyer.
" " 23" Answer of Patton et ux
filed.
" Aug. 7" Partition ordered.
" " 17" Writ issued.
" Oct. 23" Writ returned executed.
" " " Partition approved.
App. Doc. "s", page 250.
Rec. Vol. "C-2", page 386.
Stark County Clerk's Office.

(over)

Petitioner Joseph Meyer of Stark County, Ohio, respectfully represents that Andrew Meyer now deceased and who died on or about the 25th day of June, A. D. 1848, prior to his death made and executed according to law his last will and testament and which said will was probated and admitted to record according to law on the 4th day of July, A. D. 1848 at a special session of the Court of Common Pleas within and for said Stark County. That said testator by said will divise to your petitioner and his brother Andrew, both of whom are sons of said testator a life estate in certain real estate hereinafter described. That the devises and bequests to your petitioner in said will and the provisions explanatory thereof are as follows:

"6: I give and devise to my sons Andrew and Joseph all the remainder of the land I bought of Bazaleel Wells (lying in said Stark County) by deed dated Sept., 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 said portions in equal value except that it is my will that on the death of my wife, said Joseph shall have the house where I now reside in addition to the one half of the land. 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 land above devised to him."

"11: It is my will that the good 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."

That the clause in said will which defines the terms and conditions on which said Francis J. is to hold the lands devised to him by said will and referred to in the bequest to your petitioner and his brother Andrew is as follows: "It being my intention that '(the said Francis J.)' 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," all of which will more fully appear by reference to said will, a true copy of which is herewith filed and made a part of this petition.

Your petitioner further represents that the wife of the testator has deceased and that your petitioner is entitled to the house mentioned in the devise to him above referred to.

Your petitioner further represents that the particular and specific description of the lands devised as aforesaid to said Andrew and your petitioner is as follows, to-wit: The Northwest and Southwest Quarters of Section 5 in Township 10 and Range 8 in said Stark County, Ohio; the Northeast and Southeast Quarters of Section 6 in same Township and range as aforesaid; the Northeast Quarter of Section 7 in the aforesaid township and range and a part of Section 32 in township 11 and range 8 in said County bounded as follows: on the east by the west fork of the Nimishillen Creek; on the north by parts of said Section formerly owned by John Trump and Roswell M. Mason; on the west and south by the western and southern boundary of said section.

Your petitioner therefore represents that he is a joint tenant with said Andrew Meyer in and to said premises above described and that he is entitled to have partition thereof so that he can hold his part in severality.

Your petitioner further represents that the said Andrew Meyer has the following children, to-wit: Andrew Meyer, Jr., Emily Meyer, Louisa Meyer, Joseph Meyer, William Meyer, Margaret Meyer and Isabella Meyer, all of whom are minors resident in said County.

Your petitioner further represents that Francis J. Meyer who resides in said County is the brother of your petitioner and that Alena Patton, intermarried with Thomas Patton and Elizabeth intermarried with James K. Cassilly, both of whom reside in said Stark County are his sisters and that said Andrew Meyer, Sr., Francis J. Meyer, Alena Patton and Elizabeth Cassilly are his only brothers and sisters.

Your petitioner therefore prays that said Andrew Meyer, Sr., Andrew, Jr., Emily, Louisa, Joseph, William, Margaret, Isabella, Francis J., Thomas, Alena, James H. and Elizabeth may be made defendants in this case. That the writ of subpoena may issue against them and they be compelled to answer all the allegations in this petition contained, that partition or division of said premises may be made in accordance with the provisions of said will and that your orators may grant such other and further relief as justice and equity may require.

(Here follows a copy of the will as heroinbefore noted in Sec. 8)

Answer of Andrew Meyer says that he cannot dispute the facts set forth in said petition but admits them to be true and joins with the petitioner in the prayer of said petition.

Service by the Sheriff of Stark County, Ohio, on Andrew Meyer, Francis J. Meyer, James H. Cassilly, Elizabeth Cassilly, Alena Patton, Thomas Patton, Emily Meyer, Louisa Meyer, Joseph Meyer, William Meyer, Margaret Meyer and Isabella Meyer.

(NOTE: The above Andrew Meyer upon whom service was made was named Andrew Meyer, Jr., in the subpoena.)

The joint answer of Thomas Patton and Alena Patton, his wife, to such part of the bill for partition of said Joseph Meyer as they are advised is material for them to answer, for answer thereto say that it is true that Andrew Meyer made a will and died as in the bill set forth and that the same was probated. But these respondents deny that by the terms of said will or that it was sure the intontion of said Andrew Meyer to give to the said Joseph Meyer and Andrew Meyer all of the said land set forth in the petition of said Joseph Meyer.

These respondents expressly state that said Joseph Meyer claims partition of all the lands described in the deed referred to in the will of said Andrew Meyer, deceased, where the will of said Andrew Meyer, deceased, gives to the said Joseph and Andrew only the remainder of the land described in in a certain deed from Bazaleel Wells to the said Andrew Meyer, deceased.

These respondents expressly state that they claim to have a life estate and that their children are owners in fee of a certain quarter of land prayed to be partitioned by the said Joseph Meyer in his said bill, to-wit: The Northeast quarter of Section 7 in Canton Township, Stark County, Ohio, and that these respondents have filed a bill in your said Court and that the same is now pending, praying said Court to decree them the possession of said Northeast Quarter &c. and your respondents pray your honors to receive and hold this part of their answer as a plea of a former suit in barr to said bill of Joseph Meyer and that these respondents be not prejudiced by any decree in the case of said Joseph Meyer against said respondents and that your respondents further answering say that the bill of complainant and the will of said Andrew Meyer, deceased, distinctly states that the woodland only on the tract devised to said Joseph and Andrew shall be divided by these men appointed by the Court and these respondents distinctly ----- that there is a large quantity of cleared land described in said complainant's bill.

Your respondents therefore submit to said Court whether the land prayed to be partitioned can be partitioned and in the same way prayed for in the bill of complainant.

Your respondents submit to your said Court that they are advised of but two ways by which land can be partitioned. The one is under the statute and the other for bill for partition.

Your respondents therefore pray your honors to hold and receive this part of their said answer as a demurrer to complainant's bill.

Partition ordered and Samuel Bachtel, B. C. Goodwill and Jacob Myers named Commissioners to partition the premises described in plaintiff's petition.

Said Commissioners set off and assign to the said Joseph Meyers for his share of the premises referred to in said writ to be held by him in severalty so much thereof as is contained in the following description, to-wit: The west half of the Northeast Quarter of Section #7, Twp. #10, R. #8; also the east half of Sec. 6 in said township and range. Also a part of the west half of Sec. 5 in said township and range and bounded and described as follows, to-wit: Beginning at the southwest corner of said Sec. 5; thence north with the section line 81.84 chains, more or less, to the northwest corner of said section; thence east with the north line of said section 18.73 chains to a post; thence south and parallel with the west line of said section 23.75 chains to a post; thence west 2.57 chains to a post in the lane;

thence southwardly 53.10 chains, more or less, to a stone in the south line of said section; thence west with said line 15.69 chains to the place of beginning containing 138.47 acres, more or less, excepting the privilege of 1 rod wide along the south line of the last described tract and a strip of land 1/2 rod wide along the south the line of the Southeast Quarter of Sec. 6 in said township and extending from the southeast corner of said quarter west half way through said quarter for the purpose of road.

Also the following described tract of land being part of Sec. #32, Twp. #11, R. #8 and is bounded and described as follows, to-wit: Beginning at the southwest corner of said section; thence north with the section line 65 chains, more or less, to the northwest corner of the tract; thence east with the north line of the tract 13.59 chains to a post; thence south and parallel with the west line of said section 65 chains more or less, to a point in south line of said section; thence west 13.59 chains to the place of beginning containing 82.32 acres, more or less.

And said Commissioners set off and assign to the said Andrew Meyers for his share of said premises to be by him held in severalty so much of the premises referred to in the writ of partition in this case as is contained in the following description to-wit: The east half of the North-east Quarter of Sec. #7 in said township and range reserving a strip along the north side thereof 1/2 rod wide for the purpose of a road. Also all the west half of Sec. 5 in said township and range except the part above assigned and set off to the said Joseph Myers. The part thereby set off to the said Andrew containing 194.61 acres more or less. Also all the land owned by Andrew Myers, Sr., in his life time in Sec. 32 in Twp. 11 in Range 8, except the part above set off and assigned to the said Joseph Meyer. The part hereby set off and assigned to the said Andrew Meyers containing 188.67 acres, more or less.

And the same being examined, it is ordered that said proceedings and report be and the same hereby are approved and confirmed and that said parties hold in severalty the proportions of said real estate set off to each respectively by said Commissioners.

No. 13.

Joseph Meyer, married, died in Canton, Ohio, on July 11, 1869, aged 58 years.

Death Rec. 1, page 28 File #579, Stark County Probate Court.

No. 14.

Joseph Meyer's Estate	1869	Aug.	4"	Catharine A. Meyer, Executrix.
	"	"	"	Will dispenses with bond.
	1870	"	"	Letters issued.
	"	Sept.	5"	First account filed.
	1871	"	"	Second account filed.
	1872	"	"	Third account filed.
	1875	May	20"	Fourth account filed.
	"	"	"	Fifth account filed.
	1876	Apr.	6"	Sixth account filed.
	1877	"	"	Seventh account filed.
	1878	Oct.	10"	Eighth account filed.
	1881	June	10"	Ninth account filed.
	1902	July	8"	Final account filed.
				Admr. Doc. "E", page 208.
				Stark County Probate Court.

No. 15.

Edward J. Meyer, Catharine C. Meyer, George W. Meyer and Henry C. Meyer's Guardianship.	1874	Aug.	10"	Catharine A. Meyer, Guardian.
	"	"	"	Bond filed and letters issued.
	1879	May	28"	Final account as to Edward J. Meyer filed.
	"	Sept.	2"	Final account as to Catharine C. Meyer filed.
	1885	Mar.	5"	Final account as to Henry C. and Geo. W. Meyer filed.
				Gdn. Doc. "D", page 521.
				Stark County Probate Court.

At the date of the administration of said Joseph Meyer's estate, applications for letters of administration setting forth the names of the heirs at law and next of kin of deceased persons whose estates were being administered were not filed in the Stark County Probate Court.

No. 17.

John F. Blake and Elizabeth O. Blake, -vs- Edward J. Meyer,	CIVIL ACTION 1876 Nov. 27" Petition filed. " " " Summons issued. " Dec. 11" Summons returned served.
George W. Meyer, Henry C. Meyer, Celeste Meyer and Catharine A. Meyer, in her own behalf and as guardian of said other defendants.	1877 Jan. 20" Partition ordered. " " 25" Order issued. " Feb. 27" Order returned. " " " Partition made. " " " Report of partition approved. Deeds order- ed, etc. Costs paid. App. Doc. "Y2", page 95. Rec. Vol. 68, page 187. Stark County Clerk's Office.

The plaintiffs, John F. Blake and Elizabeth O. Blake, husband and wife, respectively represent to said Honorable Court that said Elizabeth O. Blake has the legal title to and is seized in fee simple of an undivided 1/5 part of the following lands, situate in the State of Ohio and County of Stark, bounded and described as follows, to-wit: The west half of the Northeast Quarter of Sec. #7, Twp. #10, R. #8; also the east half of Sec. 6 in said township and range; also part of the west half of Sec. 5 in said township and range and bounded and described as follows: Beginning at the southwest corner of said Sec. 5; thence north with the section line 61.84 chains, more or less, to the northwest corner of said section; thence east with the north line of said section 18.73 chains to a post; thence south and parallel with the west line of said section 28.75 chains to a post in the lane; -----; thence southwardly 53.10 chains, more or less, to a stone in the south line of said section; thence west with said line 15.69 chains to the place of beginning containing 138.47 acres, more or less, excepting the privilege of 1 rod wide along the south line of the last described tract and a strip of land 1/2 rod wide along the south line of the Southeast Quarter of Sec. 6 in said township and extending from the southeast corner of said quarter west half way through said quarter for the purpose of a road.

Also the following described tract of land being part of Sec. #32, Twp. #11, R. #8 and bounded and described as follows, to-wit: Beginning at the southwest corner of

said section; thence north with the section line 65 chains, more or less, to the northwest corner of the tract; thence east with the north line of the tract 13.59 chains to a post; thence south and parallel with the west line of said section 65 chains more or less, to a post in the south line of said section; thence west 13.59 chains to the place of beginning containing 88.33 acres, more or less. The aforesaid lands having certain rights of way appertaining thereto.

Further the plaintiffs represent that the plaintiff, Elizabeth O. Blake, Edward J. Meyer, George W. Meyer, Henry C. Meyer and Celeste Meyer are seized in fee simple of the lands above described, with the appurtenances thereunto belonging, each of an undivided fifth part as the children of Joseph Meyer, lately deceased, and under the last will and testament of Andrew Meyer, deceased, duly probated and admitted to record in said County and now of record in Will Rec. "B" at page 454 &c. Said lands having been set apart to said Joseph Meyer and his children by virtue of the provisions of said will by proceedings in the Court of Common Pleas in and for said County, now of record in Rec. "C2" at pages 386-394 of the records of said Court to which reference is made.

Further the plaintiffs represent that said Catharine A. Meyer is seized in fee simple of the legal title, but in trust for said Elizabeth O. Blake, Edward J. Meyer, George W. Meyer, Henry C. Meyer and Celeste Meyer of the following described lands in said County, to-wit: Being the north part of the east half of the Northeast Quarter of Sec. #7, Twp. #10, R. #8 beginning for the same at the northeast corner of said quarter and running thence westwardly with the quarter line 20.12 chains to a post from which a black oak tree 15 inches in diameter bears south 10° east 8 links; thence with the west line southwardly 27.25 chains to a post in the State Road and northwest corner of another lot of land; thence with said State Road and along said other lot of land north eight one degree east 19.97 chains to a post; thence with the east line of the east half of said quarter section northwardly 20.89 chains to the place of beginning containing 50½ acres of land, more or less.

That said Elizabeth O. Blake, Edward J. Meyer, Henry C. Meyer, George W. Meyer and Celeste Meyer are the equitable owners of said tract of land, each being the owner of 1/5 part thereof.

(over)

Further the plaintiffs represent that the plaintiff John F. Blake holds a lease on that part of the lands hereinbefore described known as and called the "homestead farm" (being the farm formerly occupied and farmed by Nicholas Hooper) with the woodland used in connection therewith for the term following from Oct. 1, 1874 to Apr. 1, 1879 which lease is recorded in lease record 2, pp. 262 & 263 to which reference is made.

Further the plaintiffs represent that the plaintiff Elizabeth O. Blake and Catharine A. Meyer, as the Guardian of said Edward J. Meyer, George W. Meyer, Henry C. Meyer and Celeste Meyer intending soon to clear or sell the standing timber on part of said lands desire to retain the common ownership thereof free from partition, the land to be divided subject to their common right in said timber. That part being bounded and described as follows, to-wit: Being part of Sections 5 & 6, Twp. #10, R. #8, also part of Sec. #32, Twp. #11, R. #8 beginning for the tract at the southwest corner of said Sec. 32; running thence north $66^{\circ} 51'$ east 15 chains to a post on the west line of John Myer's lands; thence with it southwardly 19.40 chains to a post; thence north $89\frac{1}{2}^{\circ}$ west 13 chains to a post; thence south $9\frac{1}{2}^{\circ}$ west 5 chains to a post; thence south 2° west 9.75 chains to a post; thence north $76\frac{1}{2}^{\circ}$ west 7.50 chains to a post; thence south 38° west 7.50 chains to a post; thence north $67\frac{1}{2}^{\circ}$ west 15 chains to a post; thence north 56° west 7 chains to a post; thence north $21\frac{1}{2}^{\circ}$ east 24.90 chains to a post on the north line of said Sec. 6; thence with said line eastwardly 23.62 chains to the place of beginning containing 103 acres of land.

The plaintiffs say that the defendant Henry C. Meyer is under 14 years of age, the defendants George W., Edward J. and Celeste are over 14. Catharine A. Meyer is the Guardian of all said named defendants and widow of Joseph Meyer and now the plaintiffs pray that after said defendants have been duly notified of the petition that the Court may order the partition of the lands hereinbefore described, subject to the reservations and exceptions set forth, so that said Elizabeth O. Blake, Edward J. Meyer, George W. Meyer, Henry C. Meyer and Celeste Meyer may each hold the $\frac{1}{5}$ part of said lands in severalty and that such orders and proceedings may be had as the rights of the parties may require.

THE STATE OF OHIO)
(SS
STARK COUNTY)

Nov. 27, 1876 10 o'clock A. M.
I received this summons and served the within named Edward J. Meyer and Catharine A. Meyer personally by delivering each a

true and attested copy thereof and on George W. Meyer and Celeste Meyer by leaving true and attested copy thereof at their usual place of residence, the within named Henry C. Meyer, being a minor under the age of 14 I served a copy on Catharine A. Meyer his Guardian Dec. 11, 1876.

J. P. Rauch, Sheriff.

(over)

Partition ordered and Samuel Stover, David Smith and Jacob G. Williard named Commissioners to partition said premises described in the petition.

Said Commissioners upon viewing said premises and upon careful examination allotted and subdivided said premises into five equal parts according to valuation.

By agreement of the heirs it was duly agreed upon that said lots should be drawn by ballot to whom said lots should be assigned, whereupon R. A. Dunbar, late Sheriff of Stark County, Ohio, was selected to draw said lots and that by such drawing George W. Meyers drew lot #1; Elizabeth O. Blake drew Lot #2; Katharine C. Meyer drew Lot #3; Henry C. Meyer drew Lot #4 and Edward J. Meyer drew #5 and thereupon said Commissioners apated said premises accordingly, assigning to George W. Meyer Lot #1; to Elizabeth O. Blake Lot #2; to Catharine C. Meyer Lot #3; to Henry C. Meyer Lot #4; to Edward J. Meyer Lot #5 as described in the surveyor's report.

On motion of the plaintiffs to the Court and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed herein and the same having been examined by the Court and found in all respects correct and in conformity to law and the former orders of this Court and the said proceedings and report are hereby approved and confirmed. It is therefore ordered and decreed that Elizabeth O. Blake, Edward J. Meyer, George W. Meyer and Celeste Meyer shall each hold and possess the lands set off and assigned to him or her by said Commissioners as set forth in their said report.

Tract #5, including the premises herein abstracted, which was drawn by and assigned to Edward J. Meyer is described in the surveyor's report as follows: Being part of the west side of Sec. #32, Twp. #11, R. #8; also parts of the Northeast Quarter of Sections 5 & 6, Twp. 10, R. #8, beginning for the whole at the southwest corner of said Sec. 32 and running thence northwardly with the west line 65 chains to a stone and southwest corner of Julius Whiting's land for part of said section; thence with his south line eastwardly 13.59 chains to the northwest corner of the heirs of the late Andrew Meyers, Jr., deceased (now said Whiting); ----- 73.50 chains to the northeast corner of lot #4; thence with the north line of the same N. $87\frac{1}{2}^{\circ}$ west 56.96 chains to a post in Meyer's Lake standing on the west line of the Northeast Quarter of Sec. 6 as aforesaid; thence northwardly with said west line 8.50 chains to the northwest corner (in the lake) of said quarter; thence with the north line of the same eastwardly 40 chains to the place of beginning and containing 135.72 acres, more or less.

Edward J. Meyer's Will

Dated Jan. 5, 1916.
 Probated Sept. 11, 1920.
 Will Rec. 40, page 366.
 Stark County Probate Court,

- Item 1: It is my will that all my just debts be first paid out of my estate.
- Item 2: I make, nominate and appoint David E. Daniels to be the Executor of this my last will and testament, and I further nominate and appoint the said David E. Daniels to be trustee of the trusts herein created.
- Item 3: It is my will and I direct that my body be cremated after my death, and I hereby authorize, direct and require my said Executor to faithfully carry out this provision and direction of my will.
- Item 4: I give, devise and bequeath unto my said Executor and trustee in trust for the uses and purposes herein mentioned, all of my property, real and personal, of every kind and description, and wheresoever situate, to be held and used by him, during the life of my wife, Virgillia C. Meyer and the life of my son, Joseph Edward Meyer, respectively, and upon the following trusts.
- Item 5: I hereby authorize, empower and direct my said Executor to sell and convey by proper instruments of conveyance, any and all real estate of which I may die seized, and any and all personal property which I may leave and after paying the debts due from my estate, and after paying to my wife Virgillia C. Meyer, the amount of her statutory allowance out of my personal estate, to invest the remaining proceeds arising from the sale of my said estate in United States, State or Municipal Bonds, or in first mortgages on improved real estate in Stark County, Ohio, and to change said investments in such manner and form as he may deem for the best interests of my estate, hereby giving and granting unto my said trustee as full and complete power and authority to control, manage and deal with my said estate as I now personally possess.
- Item 6: I give, devise and bequeath to my wife Virgillia C. Meyer in lieu of dower the $\frac{1}{3}$ part of the annual income from my said estate so long as she may live, and I hereby authorize, empower and direct my said trustee to pay to my said wife annually the $\frac{1}{3}$ part of the annual net income arising from my said estate as long as she may live.

(over)

Item 7: In the event that Peter Hammond shall be in my employ at the time of my decease, and in recognition of his many years of service, I hereby authorize, empower and direct my said trustee to pay to him out of the net income \$25.00 per month so long as he shall live.

Item 8: I give, devise and bequeath to my son Joseph Edward Meyer the entire remaining net annual income arising from my said estate, for and during the term of his natural life, and I hereby authorize, empower and direct my said trustee to pay to my son Joseph Edward Meyer the residue of the net annual income from my said estate so long as my said son shall live, the same to be paid to him quarterly.

Item 9: All the rest and residue of my estate I give, devise and bequeath to the children of my said son, Joseph Edward Meyer, to them and their heirs absolutely.

Item 10: In the event that my said son shall die without issue, I give, devise and bequeath the residue and remainder of my estate to a board of trustees to be appointed by the Probate Court of Stark County, Ohio, and to their successors in trust, for the use and purpose of establishing and maintaining a home for indigent old men, residents of Stark County, Ohio, and I hereby authorize, empower and direct my said trustee to pay over and deliver to said board of trustees, when properly organized and qualified under the laws of Ohio, the entire residue and remainder of my said estate in conformity with the provisions of this my last will and testament.

No. 19.

Application for letters of administration on the estate of Edward J. Meyer, deceased, recites that he died on or about Aug. 29, 1920 leaving Virgilia C. Meyer, his widow, and the following persons his only next of kin:

Joseph Edward Meyers, son, Canton, Ohio.

Excrs. Appl. Bonds & Letters of Adm. Rec. 11, page 248, Stark County Probate Court.

Edward J. Meyer's Estate, Canton Township. 1920 Sept. 11" Will probated.
 " " " Citation to widow to elect under will ordered.
 " " " Citation issued.
 " " " Application filed.
 " " " David E. Daniels, Executor.
 " " " Bond \$5000.00
 " " " Bond filed & approved.
 " " " Letters issued.
 " Dec. 29" Proof of publication filed.
 1921 May 20" Appraisers appointed.
 " Aug. 23" Inventory and appraisal filed.
 " " 29" Widow in open Court elects not to take under will.
 " Sept. 10" Certified copy Journal Entry.
 Original Will and all papers relating thereto certified to Court of Common Pleas.
 1922 Feb. 13" Application for authority to borrow money to pay taxes filed. Hearing had. Application granted and Executor authorized to borrow \$2200.00 from the Geo. D. Harter Bank at 6%.
 " July 31 " Application for authority to borrow money filed.
 " " " Hearing had. Application granted and Executor authorized to borrow money.
 1927 Mar. 31" Final account as Executor and 1st account as Trustee filed.
 1934 Aug. 14" Notice from Insurance Company filed.
 Admr. Doc. "Q", pages 163 & 568.
 Stark County Probate Court.

No. 21.

Determining Inheritance Tax	1921 Aug. 23"	Petition filed.
	1923 Jan. 8"	Estate found as follows:
		Gross \$490,830.00.
		Debts \$96,353.00.
		Widow's allowance and dower,
		\$107,171.00. Net Estate, \$394,447.00
		Receipt for \$6348.51 from Auditor of State.
	Civ. Doc. "S" page 254.	
	Stark County Probate Court.	

No. 22.

Joseph E. Meyer	EQUITY	
-vs-	1921 Sept. 9"	Petition and praecipe filed.
David E. Daniels, Executor of the last Will and Testament of Edward J. Meyer, deceased,	" " "	Summons issued.
David E. Daniels, Trustee under the last Will and Testament of Edward J. Meyer, deceased,	" " 13"	Certificate to Probate Court issued.
Virgillia C. Meyer, Peter Hammond.	" Oct. 18"	Summons returned.
	" "	Leave to file answer inst.
	" "	Answer filed.
	1922 Apr. 24"	Depositions on behalf of plaintiff filed.
	1923 June 6"	Trial to Jury. Verdict finding Paper Writing purporting to be the original last Will and Testament of Edward J. Meyer, deceased, is the valid last Will and Testament of Edward J. Meyer, deceased.
	" " 11"	Judgment on the verdict.
	App. Doc. 109,	page 34664.
	Rec. Vol. 251,	page 7.
	Stark County Clerk's Office.	

This is an action praying that an issue be made up as to whether the paper writing hereinbefore noted in Sec.18 is the last will and testament of said Edward J. Meyer and that the same may be set aside and that Plaintiff be granted such other and further relief as may be proper.

Service by the Sheriff of Stark County, Ohio, on all defendants except Peter Hammond, said Peter Hammond not being found in Stark County, Ohio.

Answer of David E. Daniels, Executor of the last Will and Testament of Edward J. Meyer, deceased, and David E. Daniels, Trustee under the last Will and Testament of Edward J. Meyer, deceased, prays that an issue be made up as to whether said paper writing is the last will and testament of said Edward J. Meyer and that the same may be declared to be the valid last will and testament of said Edward J. Meyer, and for all such further and proper relief as defendants may be entitled to in the premises.

A jury being duly impaneled and sworn to try the issues joined between the parties aforesaid and having heard the testimony and argument of counsel and having received a charge from the Court retired to deliberate and after some time came again into Court with their verdict in writing, signed by each concurring juror and for verdict say: "We, the jury, on the issue joined, find that the paper writing here shown and admitted to probate in the Probate Court of Stark County, State of Ohio, on the 11th day of Sept., 1920, and purporting to be the original last will and testament of Edward J. Meyer, deceased, is the valid last will and testament of the said Edward J. Meyer, deceased. And each juror concurring therein, hereunto subscribes said verdict.

Judgment on verdict.

No. 23.

Edward J. Meyer's Estate, Testamentary Trustee.	1921 Oct. 14"	Application filed. David E. Daniels, Testamentary Trustee
1936 July 8, Resignation of Trustee & Executor filed.	" " "	Bond \$5000.00. Bond filed & approved.
1936 Oct. 7, Exceptions to all reports and accounts of David E. Daniels filed.	" " "	Letters issued.
	1934 Aug. 14"	Notice from Insurance Dept. filed.
	1936 Jan. 30"	Second account filed.
	" July 8"	Third and final account filed.
	Gdn. Doc. "I", page 10.	
	Stark County Probate Court.	

David E. Daniels, Trustee
of the Estate of Edward
J. Meyer,

-vs-

David E. Daniels
Executor of the Estate
of Edward J. Meyer,
Virgillia C. Meyer,
Joseph Edward Meyer,
Helen Lucy Meyer, a minor.

EQUITY

1923 Aug. 24" Petition and prae-
cipe filed.
" " " Summons issued.
" " " Answer Sept. 22, 1923.
" " 30" Summons returned.
" Sept. 6" Leave to make Molly
E. Hammen, also
known as Molly E.
Hammond, Administra-
trix of estate of
Peter J. Hammen,
also known as Peter
J. Hammond, a
party defendant.
" " " Joseph Edward Meyer
appointed Guardian
ad litem.
" " " Waiver filed.
" " " Answer of Guardian
filed.
" " " Answer of Molly E.
Hammen filed.
" " " Trial to Court.
Will construed.

App. Doc. 117, page 39467.

Rec. Vol. 252, Page 537.

Stark County Clerk's Office.

Petition recites that on Aug. 29, 1920, Edward J. Meyer died leaving a will whereby he appointed plaintiff his Executor and also his trustee of the various trusts established and provided for by said will; that said will was duly admitted to probate by the Stark County Probate Court, on Sept. 11, 1920, and letters testamentary were duly issued thereon by said Court to the said David E. Daniels, who duly qualified and entered on his duties as such Executor and thereafter to-wit: On Oct. 14, 1921, the said David E. Daniels was duly appointed and qualified as Trustee of the estate of the said Edward J. Meyer, and is acting in that capacity.

Plaintiff further says that through the sale of a portion of said estate, authorized in a proceeding in the Probate Court of this County, there is sufficient personal property to pay the debts of said estate and that there will be a large amount of property subject to the trust provisions of said will.

Plaintiff is in doubt as to the true construction of said will, to-wit: Item 4, 5, 6, 8 and 9 and he cannot safely proceed without the direction of the Court.

The defendant, Virgillia C. Meyer, is the widow of the said Edward J. Meyer, and while certain provisions were made for her in said will as above set forth, said widow through the Probate Court of Stark County, Ohio, in the manner and form provided by law has elected to take under the law and not under the will of the said Edward J. Meyer.

The defendant Joseph Edward Meyer, is the only son and heir at law of the said Edward J. Meyer and is the Joseph Edward Meyer referred to in said will.

The defendant, Helen Lucy Meyer is a daughter of the said Joseph Edward Meyer and is a minor under one year of age.

Plaintiff further says that the bulk of the estate of the said Edward J. Meyer consists of real estate and that there remains undisposed of sundry lots and out lots, improved and unimproved in the City of Canton, Ohio, and some lots located in Washington Township, Stark County, Ohio, and 177.97 acres of land located in Canton Township, Stark County, Ohio; that the appraised value of said property as per appraisal filed in the Stark County Probate Court is the sum of \$12,620.00.

Plaintiff further says that the said Virgillia C. Meyer as the widow of the said Edward J. Meyer, would be entitled to dower in all said real estate so remaining undisposed of and that it would be to the best interests of said estate to acquire by purchase or release the dower rights of said widow in said real estate.

Plaintiff says that it would be greatly advantageous to said estate for said trustee, if authorized under said will, to plat said real estate and to dedicate the necessary streets and alleys.

Plaintiff says that it would likewise be greatly advantageous to said estate if under the terms of said will he is authorized to sell said real estate in the form of lots or small parcels or both for such price and upon such terms of payment as may be agreed upon, such deferred payments to be secured by first mortgage upon the real estate so sold.

Plaintiff further says that it would be greatly advantageous to said estate if authorized by said will to have said trustee empowered to encumber said real estate if necessary, for the purpose of raising money with which to improve the same by grading, paving the streets, improving the same with curb and side walks, providing water and other customary improvements.

Plaintiff further says that said Virgillia C. Meyer has elected to take under the law, and not under the will of said Edward J. Meyer; that the said Virgillia C. Meyer has no rights under said will and that all of the trust provisions applying in said will to the said Virgillia C. Meyer should be construed as not to exist and that the interest of the said Joseph Edward Meyer under said will and the trust provision therein provided as to him and upon his death to his children would include all of the net annual income from said estate just as the Items 4, 5 and 6 thereof in so far as applying to the said Virgillia C. Meyer did not exist.

Plaintiff therefore prays the judgment and direction of the Court in regard to the true construction of said clauses of said will and as to his duties in the premises and especially whether or not under said will he has the authority to acquire by purchase the release of the widow's dower in said real estate and is authorized in consideration of such release to pay to her money and assign and transfer other personal property and deed to her real estate or any part thereof and whether or not said trustee is authorized to plat said real estate or any of it and to dedicate the necessary streets and alleys or without platting to dedicate the streets and alleys and whether or not the said trustee is authorized for the purpose of improving said real estate and making same available for sale to encumber the same, if necessary for the purpose of raising sufficient money for such purposes and whether or not said Joseph Edward Meyer is entitled to all the net annual income from said estate during his life unaffected by any provision made in said will for said Virgillia C. Meyer, and whether or not the child or children of the said Joseph Edward Meyer upon the death of the said Joseph Edward Meyer are entitled to all the rest and residue of said estate unaffected by any provisions made in said will for the said Virgillia C. Meyer and whether or not the provisions made in said will for the said Virgillia C. Meyer by reason of her election to take under the law is to be construed as non-existing and the interests of the said Joseph Edward Meyer during his lifetime to be construed as applying to the entire net annual income just as though there had been no provisions in said will for said widow.

Service by the Sheriff of Stark County, Ohio, on Helen Lucy Meyer, a minor, and on Joe Meyer, father and custodian of the within named Helen Lucy Meyer.

Joseph Edward Meyer appointed Guardian ad litem for Helen Lucy Meyer, a minor of about one year of age.

Answer of Molly E. Hammond, Administratrix of the Estate of Peter J. Hammen, also known as Peter J. Hammond, says that the said Peter Hammond, one of the devisees in the will of said Edward J. Meyer, died intestate on Nov. 15, 1918 and that at the time of his death he was not in the employ of the said Edward J. Meyer, deceased.

Answer of said Guardian ad litem says that Helen Lucy Meyer, denies all the allegations of the petition except as to the existence of said will therein referred to and a provision made for a child or children of the said Joseph Edward Meyer; that said ward is a child of the said Joseph Edward Meyer referred to in said will and that said ward is of tender years, and asks the Court to protect her rights, and to grant her such relief as is proper.

Waiver of service of summons and consent to the disposition of said cause before answer day or as soon as the same can be heard by the Court by Virgilia C. Meyer, Joseph Edward Meyer, David E. Daniels, Executor of the estate of Edward J. Meyer, deceased, Mollie E. Hammen, Administratrix of estate of Peter J. Hammen.

The Court finds and adjudges the true intention and construction of said will to be as follows, to-wit:

(1) That the said Virgilia C. Meyer, as widow of the said Edward J. Meyer would be entitled to dower in all the real estate of the said Edward J. Meyer, except such as may have been disposed of since the death of the said Edward J. Meyer, and in which said widow has either received money in lieu of her dower or released her dower.

(2) That under the provisions of said will the said David E. Daniels as Trustee of the said Edward J. Meyer is fully authorized and empowered to acquire by purchase or release from the said Virgilia C. Meyer, as widow of Edward J. Meyer, her right to dower in any or all of said real estate, and in consideration of such sale or release of such dower that said Trustee is authorized and empowered to pay to the said Virgilia C. Meyer such money or to transfer and assign to her such portion of the personal property in his hands as Trustee and the security therefor, or such portion of the personal property in his hands resulting from the sale of real estate and the security therefor or deed to her such portion of the real estate so held in trust by said trustee or part personal property and part real property as in the judgment of the said Trustee is for the best interest of said trust estate and his judgment is fair and reasonable.

(3) That under the provisions of said will, the said David E. Daniels, as Trustee of Edward J. Meyer is authorized to sell said real estate as a whole or in tracts, parcels or lots and is further authorized to plat any or all of said real estate and is authorized and empowered to dedicate necessary streets and alleys and that without platting he is authorized to dedicate streets and alleys in such

manner as in his judgment will promote the interest of said trust estate, and said Trustee is further authorized to sell such real estate for such price and upon such terms as in his judgment shall be fair and proper, and to execute all the necessary deed or deeds therefore.

(4) That under the provisions of said will it is the duty of said Trustee to dispose of the real estate of the said Edward J. Meyer and that if in the judgment of said Trustee it would be advantageous to said trust estate to improve any of said real estate before sale by grading, paving, curbing, sidewalks and other necessary improvements that by said will said Trustee is fully authorized so to do, and if for said purpose said Trustee has not sufficient money or personal property to meet such expenditure such Trustee is fully authorized and empowered to borrow money from time to time in such sums at interest as in his judgment are necessary and proper for the making of said improvements and is authorized to secure such loans by mortgage on the real estate of said trust estate.

(5) That by reason of the said Virgilia C. Meyer, widow of Edward J. Meyer, having elected to take under the law and not under the will of the said Edward J. Meyer, that Item 4 of said will shall be construed as if it read as follows:

Item 4: I give, devise and bequeath unto my said Executor and Trustee in trust for the uses and purposes herein mentioned, all of my property, real and personal of every kind and description and wheresoever situate, to be held and used by him, during the life of my son Joseph Edward Meyer, upon the following trusts, to-wit: The Court further finds that by reason of the election of said widow above referred to, that Item 5 of said will shall be construed as though it read as follows:

Item 5: I hereby authorize, empower and direct my said Executor to sell and convey by proper instruments of conveyance, any and all real estate of which I may die seized, and any and all personal property which I may have, and after paying the debts due from my estate, to invest the remaining proceeds arising from the sale of said estate in United States, State or municipal bonds, or in first mortgages on improved real estate in Stark County, Ohio, and to change said investments in such manner and form as he may deem for the best interest of my estate, hereby giving and granting unto my said Trustee as full and complete power and authority to control, manage and deal with my said estate as I now personally possess.

(6) That by reason of the election of said widow to take under the law that said will should be construed as though Item 6 therein did not exist.

(7) That by reason of the election of the widow to take under the law that the defendant, Joseph Edward Meyer, the son and only heir of Edward J. Meyer is entitled to the entire net annual income arising from said estate for and during the term of his natural life and that the said Virgilia C. Meyer, widow of the said Edward J. Meyer, is not entitled to any of said net annual income under the will of the said Edward J. Meyer.

(8) That the said David E. Daniels as such Trustee under said will is authorized, empowered and directed to pay to the said Joseph Edward Meyer the entire net annual income from the estate of the said Edward J. Meyer so long as the said Joseph Edward Meyer is living and that the same should be paid to the said Joseph Edward Meyer by said Trustee quarterly.

(9) That upon the death of the said Joseph Edward Meyer that all the residue of the estate of the said Edward J. Meyer unaffected by any rights and unaffected by the provisions of the will for said Virgilia C. Meyer, widow of said Edward J. Meyer, would go to the children of the said Joseph Edward Meyer and to them and their heirs absolutely.

(10) That the provisions made in said will for Peter J. Hammond have lapsed and are of no effect as conveying any rights to the said Peter Hammond or to his estate by reason of the death of said Peter J. Hammond before the death of the said Edward J. Meyer and further by reason of the said Peter Hammond not being in the employ of the said Edward J. Meyer at the time of the deceased of the said Edward J. Meyer; that said Peter J. Hammond was also known as Peter J. Hammon and also as Peter J. Hammcnd, and that Molly E. Hammen, the administratrix of the estate of the said Peter Hammond, also known as Peter J. Hammen, is not entitled to any rights under said will of said Edward J. Meyer.

(11) That said David E. Daniels, Trustee as aforesaid pending the sale of said real estate is authorized to lease any and all of said real estate so held in trust by him as aforesaid for such term or terms and for such amounts as in his judgment are fair and proper.

Edward J. Meyer, deceased,
to
David E. Daniels, Trustee
of the estate of Edward
J. Meyer.

Application for Transfer
of Real Estate Devised.
Dated Oct. 3, 1923.
Rec. for rec. Oct. 5, 1923.
Vol. 813, page 87.

Recites that by the terms of the last Will and Testament of Edward J. Meyer, deceased, hereinbefore noted in Sec. 18, all the certain real estate belonging to said decedent was devised to said David E. Daniels as Executor and Trustee, without any specific description of said real estate being given. The real estate owned by said decedent and so devised, is as follows, to-wit: Part of the Southwest and Northwest Quarters of Sec. #32, Twp. #11, R. #8 beginning at an iron pin at the southwest corner of said section; thence north $3^{\circ} 49'$ east with the west line of said section 615.83 feet to an iron pin, which is the true place of beginning of the tract hereby conveyed; thence continuing north $3^{\circ} 49'$ east with said section line 2050.87 feet to a stone at the northwest corner of said Southwest Quarter Section; thence north $3^{\circ} 57'$ east with the west line of said Northwest Quarter Section 985.5 feet to the center line of Fulton Road N.W. Ext.; thence south $63^{\circ} 1'$ east with the center line of said road 364.4 feet to the center line of Broad Ave. N. W.; thence south $4^{\circ} 47'$ west with the center line of said Avenue 2896.67 feet to an iron pin; thence north $85^{\circ} 30'$ west 289.28 feet to the true place of beginning and containing 21.35 acres. (Continued below)

Also other premises.

That all the provisions and conditions of said Will have been fully complied with upon the part of said devisee.

Prays for an order directing the transfer of said real estate upon the tax duplicate to David E. Daniels, Trustee of the estate of Edward J. Meyer.

* Part of the Southwest and Northwest Quarters of Section #32, Township #11, Range #8, beginning at an iron pin at the southwest corner of said section; thence south 85° and $30'$ east with the south line of said section and township 278.6 feet to an iron pin in the center of Broad Ave. N. W., which is the true place of beginning of the tract hereby conveyed; thence north $4^{\circ} 47'$ east with the center line of Broad Ave. N. W. 3018.1 feet to an iron pin; thence south $85^{\circ} 24'$ east along the south line of C. G. Herbruck's land 582.3 feet to an iron pin; thence south $4^{\circ} 06'$ west 3017 feet to an iron pin in the south line of said Section and township; thence north 85° and $30'$ west with said Section and township line 619 feet to the true place of beginning and containing 41.61 acres.

Virgilia C. Meyer, the widow of Edward J. Meyer, deceased, to David E. Daniels as Trustee of the estate of Edward J. Meyer, deceased, his successor or successors in trust.

Deed without Warranty \$88,816.43.
Dated Sept. 29, 1923
Rec. for rec. Oct. 6, 1923.
Vol. 813, page 90.

Conveys all right, title, claim or demand of or to dower which grantor has, or if these presents had not been executed could claim in and to the premises described in Sec. 25.

Also other premises.

No. 27.

On May 31, 1934 David E. Daniels as Executor and Trustee of the estate of Ed. J. Meyer, deceased, granted unto The Ohio Power Co., its successors and assigns, forever, a right of way and easement, with the right, privilege and authority to said part of the second part, its successors, assigns, lessees and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires, in, on, along, over and through or across and also along any highway as now or hereafter laid out abutting the following described land situated in Plain Township, Stark County, Ohio, and part of Section 32, Township 11, North and Range 8 West and bounded on the north by the lands of H. Eberman and Lydia E. Ingram; on the east by the lands of Fulton Heights Addition and Cleveland Trust Company; on the south by the lands of 17th St. N.W. and Elizabeth Atkinson; on the west by the lands of Elizabeth Atkinson, E. J. Miday, G. S. Carrier, Harry Ditty and Sec. #31.

This easement is for a line of poles and wires parallel to and not more than 25 feet east of the west line of Sec. 32.

Miss. Rec. 1103, page 310, Stark County Recorder's Office.

No. 28.

Edward J. Meyer's Estate Trusteeship.	1936 July 27,	Application for letters filed.
Gdn. Doc. "K", page 410.	" " "	Charles W. Vail and Joseph Edward Meyer, Trustees.
Stark County Probate Court.	" " "	Bond \$3000.00.
	" " "	Bond filed & approved.
	" " "	Letters issued.
	" " "	Notice ordered and published in Newspaper.

On Mar. 27, 1937 the Estate of Edward J. Meyer by C. W. Vail and Jos. E. Meyer, joint trustees, granted to The Ohio Power Co. a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees and tenants to construct, erect, operate and maintain a line of poles and wires, for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out or widened abutting the following described lands situated in Plain Township, Stark County, Ohio, and part of Section #32, Township #11 North and Range #8 West and bounded: On the north by lands of Lydia E. Ingram, E. H. Tope, H. Eberman; on the east by lands of Fulton Heights Allotment, Cleveland Trust Company; on the south by Canton Township line; on the west by lands of H. K. Ditty, M. E. Ditty, H. and G. Carrier, E. J. Miday, Eliz. Atkinson and Edmeyer Park #2.

It is agreed that this line may be extended across said land to serve additional customers.

Misc. Rec. 1195, page 97, Stark County Recorder's Office.

Charles W. Vail,
Joseph Edward Meyer,
Trustees under the
Will of Edward J.
Meyer, deceased,
to
Edmeyer Park #3.

STIPULATIONS

Dated Apr. 26, 1938.
Rec. for rec. Apr. 27, 1938.
Vol. 1198, page 339.
Serial No. 400713.

It is hereby stipulated by Charles W. Vail and Joseph Edward Meyer, Trustees under the Will of Edward J. Meyer, deceased, that all deeds for lots which have been sold in Edmeyer Park No. 2 and addition to Canton, Ohio, consisting of lots Nos. 106 to 148 inclusive, have contained the conditions and stipulations hereinafter set forth, and that all deeds for the balance of said lots in said Addition will also contain said conditions and stipulations. It is further stipulated by said Charles W. Vail and Joseph Edward Meyer, Trustees, that all deeds for tracts which have been sold and which will be sold from the tract hereinafter described have contained and will contain said stipulations and conditions. The tract hereinafter described is to be known as part of Edmeyer Park No. 3, and Addition to Canton, Ohio, and the part of said Tract affected by said conditions and stipulations is described as follows: Beginning at the intersection of the center line of Broad Avenue N. W. extended with the center line of 17th St. N.W. extended, in the Southwest Quarter of Section No. 32, Plain Township, Stark County, Ohio; thence northwardly along the center line of Broad Ave. N.W. extended 3018.58 feet to a point in the Northwest Quarter of Section No. 32, Plain Township, Stark County, Ohio; thence south 85° 13' east 330 feet to a point; thence southwardly parallel with the center line of Broad Avenue N.W. 3018.58 feet to the center line of 17th St. N.W.; thence westwardly along the center line of 17th St. N.W. 330 feet to the place of beginning.

Said stipulations and conditions are as follows:

- (1) No building shall be erected on a lot except one detached single family dwelling and a one or two-car garage.
- (2) No building shall be erected on said premises until the design and location thereof has been approved in writing by a committee appointed by Charles W. Vail and Joseph Edward Meyer, Trustees. However, in the event that such Committee fails to approve or disapprove such design or location within 30 days after submission of the plans to it, then such approval will not be required provided the cost of said building is not less than \$3500.00, or it occupies an area of not less than 600 square feet.

(over)

- (3) No building shall be erected on said premises nearer than 5 feet to any side lot line or nearer than 35 feet to a front lot line (Note.- This covenant does not apply as a garage located on the rear one-quarter of said premises).
- (4) Said premises shall not be divided or re-subdivided into lots having an area of less than 6500 square feet or a width of less than 50 feet each.
- (5) No retail or wholesale shop or store shall be erected or any business or industry or any noxious or offensive trade shall be carried on upon said premises nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (6) No tents, shacks, trailers or garages shall be occupied as living quarters on said premises prior to the completion of a permanent dwelling.
- (7) Until storm and sanitary sewers are available, septic tanks with the proper tile disposal field are to be installed for each residence in accordance with the requirements of the State of Ohio Department of Health and the proper approval in writing obtained from said Ohio State Board of Health.
- (8) At no time shall any of the lots in said Sub-division, or any building erected thereon be occupied, let or leased, or given to any one of any race other than the Caucasian.
- (9) Covenants and restrictions herein are to run with the land and shall be binding on the parties and all persons claiming under them until January 1st, 1965 and thereafter shall continue in force automatically until by agreement, capable of record, signed by the then owners of 2/3 of the sublots on said Subd., such changes or modifications which may be deemed suitable to conditions, are made in these restrictions and properly recorded.
- (10) If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said Subd. to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Joseph E. Meyer
to
Glen Yohe.

Power of Attorney
Dated June 9, 1941.
Rec. for rec. June 11, 1941.
P. of Atty. Rec. 2, page 147.

KNOW ALL MEN BY THESE PRESENTS that I, Joseph E. Meyer of Canton, Ohio, do hereby make, constitute and appoint Glen Yohe, of Canton, Ohio, my true and lawful Attorney in Fact, for me and in my name, place and stead, to collect and receive the balance of the principal and interest due and unpaid on a certain promissory note dated March 18, 1927, for \$50,000.00 with interest at 6% per annum, executed and delivered to The Geo. D. Harter Bank of Canton, Ohio, by D. E. Daniels, Trustee of the Estate of Edward J. Meyer (a.k.a. Ed J. Meyer), deceased, said indebtedness being further evidenced by a note of \$44,302.79, dated March 7th, 1935, executed and delivered to The Geo. D. Harter Bank of Canton, Ohio, by David E. Daniels, Executor and Trustee of the Estate of Edward J. Meyer (a.k.a. Ed J. Meyer) deceased, both of said notes evidencing the same indebtedness, the note for \$50,000.00 being the amount of the original indebtedness and there having been a balance due on the 6th of June, 1941, on said indebtedness of \$29,427.57 with interest from said 6th day of June, 1941, said notes being secured by a mortgage executed and delivered by said David E. Daniels, Trustee of said Estate, on the 18th day of March, 1927, recorded in the office of the Recorder of Stark County, Ohio, in Vol. 906, page 570 of the records of mortgage of said County, upon the following described property, to-wit:

Situated in the Township of Canton and Plain, in the County of Stark and State of Ohio, and bounded and described as follows: Being parts of the northwest and southwest quarters of Section 32, Township 11, Range 8, and part of the Northwest quarter of Section 5, Township 10, Range 8, Stark County, Ohio, described as follows: Beginning at a point where the center line of Fulton Road N. W. intersects the west line of said section 32, township 11, range 8; thence south $3^{\circ} 57'$ west on said section line 3038.37 feet to a point; thence south $85^{\circ} 30'$ east 289.28 feet to a point in the center line of Broad Avenue N. W.; thence south $4^{\circ} 47'$ west on said center line of said Broad Avenue N. W. 2712.13 feet to a point; thence south $86^{\circ} 3'$ east 470 feet to a point; thence north $5^{\circ} 11'$ east 176.6 feet to a point; thence south $86^{\circ} 23'$ east 170.4 feet to a point; thence north $4^{\circ} 2'$ east 4930.9 feet to a point; thence north $85^{\circ} 24'$ west 582.3 feet to a point in the center line of said Broad Avenue N. W.; thence north $4^{\circ} 47'$ east on said center line of said Broad Avenue N. W. 494.4 feet to a point, said point being the intersection of the center lines of said Broad Avenue and said Fulton Road N. W.; thence north $63^{\circ} 1'$ west on said center line of said Fulton Road N. W. 364.4 feet to the place of beginning and containing 92.69 acres of land more or less, subject to all legal highways except the south 200 feet thereof.

(over)

No.

Out Lot 532 in the City of Canton, Ohio, is included in the above described tract. (See decree in case #80808, Common Pleas Court.)

Together with all the privileges and appurtenances thereto belonging.

Both of said notes and said mortgage having been for a valuable consideration sold, endorsed, and transferred to me, the undersigned, Joseph E. Meyer, by said The Geo. D. Hatter Bank on the 7th day of June, 1941, and upon the receipt of any payments on said principal and interest by my said Attorney in Fact, I hereby authorize him to enter satisfaction or a receipt thereof on said mortgage or on the margin of the record thereof, or to execute, acknowledge and deliver a certificate or other proper instrument of satisfaction therefor, and to release from the lien and operation of said mortgage such lots or tracts of land located upon said mortgaged premises as I, Charles W. Yall and the undersigned Joseph E. Meyer, as Trustees of the Estate of Edward J. Meyer, deceased, (successors to the said David E. Daniels, Trustee, resigned), or either of us, may sell, either by deed or land contract.

The exercise of this Power of Release shall be contingent upon payment either by the purchaser or purchasers, or by said Trustees, or either of them, to said Glen Yohe, Trustee in Fact, of not less than \$300.00 on any lots on mortgaged premises having a frontage on Broad Ave. extension, and not less than \$200.00 on lots facing Clarendon Ave. N. W. and \$200.00 on any lots facing on any other streets on said mortgaged premises other than Broad Avenue extension, giving and granting unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in and about the premises in accepting said payments and executing said releases, as fully, to all intents and purposes as I might or could do, if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said Attorney, or his substitute, shall lawfully do, or cause to be done, by virtue hereof.

Joseph Edward Meyer
to
Glen Yohe.

Power of Attorney
Dated June 14, 1941.
Rec. for rec. June 14, 1941.
P. of Atty. Rec. 2, page 150.

KNOW ALL MEN BY THESE PRESENTS: That I, Joseph Edward Meyer, of Canton, Ohio, do hereby make, constitute and appoint Glen Yohe of Canton, Ohio, my true and lawful Attorney in Fact, for me and in my name, place and stead, to release all or any part of the following described real estate, to-wit:

"Situated in the Townships of Canton and Plain, in the County of Stark and State of Ohio, including all lots and tracts of land comprising Edmeyer Park No. 1 and Edmeyer Park No. 4 Additions to the City of Canton, Ohio, also any land or tract of land whatsoever and wheresoever located which is or may be subject to the judgment lien hereinafter described;"

From the operation of the judgment lien in case No. 71972, in Appearance Docket 171 of the Court of Common Pleas of Stark County, Ohio, in which The Geo. D. Harter Bank is Plaintiff and David E. Daniels et al are Defendants, said judgment having been taken on the 7th day of June, 1941, in favor of said Plaintiff in the amount of \$29,429.57, with interest at 6% per annum from June 6, 1941, and costs, and having been on the 7th day of June, 1941, assigned by the plaintiff to the undersigned Joseph Edward Meyer (individually and personally).

Giving and granting unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in and about the premises, as fully to all intents and purposes as I might or could do, if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said Attorney or his substitute, shall lawfully to or cause to be done by virtue hereof.

L I E N S

No. 30.

Edward J. Meyer and wife
to
William Wagner, Trustee
appointed by the Common
Pleas Court in case of
G. A. Meyer vs. E. O. Blake
et al (Doc. 59, page 4619).
Mortgage \$5000.00.
Dated Oct. 18, 1886.
Vol. 224, page 19.

Canceled on record Dec. 5, 1899, signed,
"William Wagner and John Wagner, Trustees and successors in
trust to William Wagner, Trustee."

No. 31.

Edward J. Meyer and wife
to
William Wagner and John
Wagner, Trustees of part
of the entailed estate of
Joseph Meyer, deces.
appointed by the Common
Pleas Court of Stark
County in Case #4619
G. A. Meyer vs. G. O.
Blake, et al.
Mortgage \$8630.00.
Dated Dec. 2, 1896.
Vol. 344, page 248.

Canceled on record Dec. 1, 1899, signed,
~~"William Wagner, John Wagner, Trustees."~~
"William Wagner, John Wagner, Trustee."

Edward J. Meyer
and Helen C., wife,
to

William Wagner and John
Wagner, Trustees of part
of the entailed estate
of Joseph Meyer, decess.
appointed by the Common
Pleas Court of Stark County
in case #4619

C. A. Meyer vs G. O. Blake,
et al.

Mortgage \$12,500.00.

Dated Dec. 1, 1899.

Rec. for rec. Dec. 11, 1899.

Vol. 376, page 69.

Not Canceled.

This mortgage re-filed for
record on May 3, 1939.

Vol. 1244, page 574.

Covers part of the west half of Sec. #32, Twp.
#11, R. #8 beginning at the southwest corner of the section;
thence north along the west line of the section to the middle
of the public road leading from Canton to Fulton; thence
southeastwardly along the middle of said road to a point in
said distant 994 feet (more or less) from the west line of
said section measured in a line at right angles with the west
line of the section and being on the east line of the grant-
or's lands; thence southwardly along the east line of the
grantor's lands parallel to the west line of the section and
distant 994 feet (more or less) therefrom to the south line
of the section and township; thence west on said south
section line 994 feet (more or less) to the place of begin-
ning containing about 70 acres, it being intended to include
herein all of E. J. Meyer's lands in said section south of
the middle of said road.

Also other premises in the City of Canton, Ohio.

"Canton, Ohio, January 28, 1911. For the
consideration of \$1.00 the lands herein described as being
about 70 acres and being part of the west half of Section 32
in Plain Township is hereby released from the operation of
this mortgage.

Copied from original

Mortgage Apr. 11, 1912

M. E. McFarren, Recorder.

William Wagner,
John Wagner, Trustees of part
of the entailed estate of
Joseph Meyer, deceased."

(over)

"Having resigned as Trustee and The Central Savings Bank Co. of Canton, Ohio, having been appointed by the Common Pleas Court of Stark County, Trustee of the entailed estate of Joseph Meyer, deceased, we hereby transfer and assign unto said The Central Savings Bank Co. as Trustee as aforesaid all our right, title and interest in the within mortgage.

Copied from original
Mortgage May 10, 1916.
H. W. Faulk, Recorder.

William Wagner
John Wagner, Trustees of
part of the entailed estate
of Joseph Meyer, deceased,
in case #4619 in Stark County
Common Pleas Court."

No. 33.

Virgillia C. Meyer, widow,
to
David E. Daniels, Executor
of the estate of Edward
J. Meyer, deceased.

Mortgage \$82,961.93.
Dated Jan. 23, 1923.
Rec. for rec. Jan. 25, 1923.
Vol. 763, page 513.
Not Canceled.

Covers, 2nd Parcel. The dower interest and the right to dower of the grantor herein, widow of Edward J. Meyer, deceased, in the following described real estate: Being a part of the Southwest and Northwest Quarter of Sec. #32, Twp. #11, R. #8, beginning at an iron pin at the southwest corner of said section; thence north 3° and 49' east with the west line of said section 615.83 feet to an iron pin, which is the true place of beginning of the tract hereby conveyed; thence continuing north and 49' east with said section line 2050.83 feet to a stone at the northwest corner of said Southwest Quarter Section; thence north 3° 57' east with the west line of said Northwest Quarter section 985.5 feet to the center line of Fulton Road N. W. Ext.; thence south 63° 1' east with the center line of said road 364.4 feet to the center line of Broad Ave. N.W.; thence south 4° 47' west with the center line of said Ave. 2896.67 feet to an iron pin; thence north 85° 30' west 289.28 feet to the true place of beginning and containing 21.35 acres of land. Also other premises.

Canton, Ohio, September -- 1923.

For value received the property described under the heading of "Second Parcel" in this mortgage is hereby released and discharged from the operation of the within mortgage.

Copied from original
Mortgage Oct. 6, 1923.
10:10 A. M.
Jeannette Smith, Recorder.

David E. Daniels, Executor
of the estate of Edward J.
Meyer, deceased.

No. 34.

The Estate of Edward J. Meyer, deceased,
 By David E. Daniels, Trustee of said Estate
 to The George D. Harter Bank.

Mortgage \$7500.00.
 Dated Jan. 18, 1927.
 Rec. for rec. Mar. 22, 1927.
 Vol. 906, page 570.
 Not Canceled. *SEE BELOW.

Cover said premises, and other premises.

No. 35.

David E. Daniels, Executor and Trustee of the Estate of Edward J. Meyer, to The East Ohio Gas Co.

Lease \$1.00.
 Dated Mar. 19, 1931.
 Lease Rec. 49, page 219.

Canceled on record Jan. 8, 1932, signed, "C. E. Gallagher, Assistant General Manager, The East Ohio Gas Co."

No. 36.

NO MECHANIC'S LIENS.

No. 37.

Taxes due June, 1945 instalment, paid.
 No Federal, Recognizance or delinquent Personal Tax Liens.
 No Unemployment Compensation tax liens.

No. 34 (Cont'd.)

Canton, Ohio, June 7, 1941.

For a valuable consideration we hereby sell and assign to Joseph E. Meyer all our right and interest in the within mortgage.

Copied from original Mortgage June 7, 1941
 Frank Shisler, Recorder

The Geo. D. Harter Bank
 J. B. Root, President
 J. L. Goodin, Secretary

released from the lien of above mortgage November 28, 1945, by "Joseph E. Meyer, By Glen Yone, Attorney-in-Fact P. A. Vol. 2, page 147."

Copied on the record
 April 5-1946
 TRUMP ABS
 THE SMITH
 by Miss K...
 Historical Society

No. 38.

We have made no search for street, sewer or other special assessments.

No. 39.

The Geo. D. Harter Bank,
Canton, Ohio,
-vs-

David E. Daniels,
Executor and Trustee
of the Estate of
Ed. J. Meyer, deceased.

LAW

1935 Mar. 13th Petition and
Praecipe filed.

COSTS PAID. Pending Suit. *SEE BEL
App. Doc. 171, page 71972.
Stark County Clerk's Office.

This is an action praying for judgment vs. said defendant, as Executor and Trustee of the Estate of Ed. J. Meyer, deceased, for the sum of \$44,302.79 with interest at the rate of 6%, payable quarterly, from Mar. 7, 1935, and the costs of this action.

No. 40

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

No. 39 (Cont'd.)

1941 June 7, Judgment for plaintiff vs. defendants, Charles W. Vail and Joseph Edward Meyer as Trustees under the Will and Testament of Edward J. Meyer, a.k.a. Ed. J. Meyer, deceased, for \$29,429.57 with 6% interest per annum from 6/6/41 and costs. 1941 June 7, Assignment of above judgment of June 7, 1941 from The Geo. D. Harter Bank, Plaintiff, to Joseph Edward Meyer (individually and personally) filed.

Premises described in heading of Abstract released from the lien and operation of above Judgment November 26, 1945 by "Glen Yohe, Attorney-in-Fact for Joseph Edward Meyer P. A. Vol. 2, page 150." Judgment Rel. Doc. 1, page 435, Stark Co. Clerk's Office.

We heroby certify that the foregoing ABSTRACT OF TITLE consisting of forty sections 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 heading of Abstract, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio,

November 28, 1945.

The Smith-Trump Abstract Co.

Thomas H. Metzger

Manager

Charles W. Vail and
Joseph Edward Meyer,
Trustees of the Estate
of Edward J. Meyer, deceased,
to
Samuel J. Santro.

Trustees' Deed \$1.00.
Dated Nov. 26, 1945.
Rec. for rec. Apr. 29, 1946.
Vol. 1564, page 545.

Recites that said conveyance is made under authority granted in Item 4 of the Will hereinbefore noted in Sec. No. 18 of foregoing Abstract and conveys Lots #197, #198 and #199 in Edmeyer Park proposed allotment #3 and described as follows: Premise as described in heading of foregoing Abstract, together with the reservation for roadway purposes as noted therein.

Free and clear of all incumbrances except taxes and assessments due in December, 1945.

Subject to restrictions recorded in Instrument #400713, Vol. #1198.

No. 42.

NO MORTGAGES.

No. 43.

NO LEASES OR MECHANIC'S LIENS.

No. 44.

Taxes due June, 1950, instalment, \$22.10, not paid.
No assessments listed upon the tax duplicate.

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

No. 45.

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

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We hereby certify that the foregoing CONTINUATION consisting of Sec. No. 41 to No. 45, 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 heading of foregoing Abstract, since and including November 28, 1945, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio,
June 21, 1950,
7:30 o'clock A. M. (E.S.T.).

THE SMITH-TRUMP ABSTRACT COMPANY
BY Thomas H. Metzger
Manager

45,530

SHORT FORM CONTINUATION

No. 46.

Samuel J. Santro and
Thelma R., wife,
to
First Federal Savings & Loan
Association of Canton.

Mortgage \$4000.00.
Dated June 22, 1950.
Rec. for rec. July 7, 1950,
3:05 P. M. (E.S.T.).
Vol. 1914, page 349.
NOT CANCELLED.

Covers premises as described in heading of Abstract,
subject to reservation for roadway purposes as noted therein; also
subject to restrictions recorded in Instrument #400713, Volume 1198,
Stark County Records.

Secures a loan of \$4000.00 payable \$40.00 per month,
with interest thereon at $4\frac{1}{2}\%$.

--000--

We hereby certify that the foregoing MORTGAGE is the
only instrument, affecting the title to premises described in heading
of Abstract, that has been filed for record since and including
June 21, 1950, 7:30 o'clock A. M. (E.S.T.), as shown by the General
Indexes in the several County Offices in and for Stark County, Ohio.
Canton, Ohio,
July 7, 1950,
3:06 o'clock P. M. (E.S.T).

THE SMITH-TRUMP ABSTRACT COMPANY

BY Thomas H. Metzger
Manager

No. 47

No deeds have been filed for record with the Stark County Recorder since July 7, 1950.

No. 48

No mortgages.

No. 49

No leases, or mechanic's liens on said premises.

No. 50

No federal tax liens, recognizance bonds, unemployment compensation liens or personal property liens.

No. 51

No old age pension liens.

No. 52

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

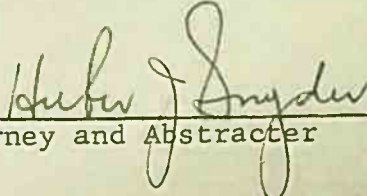
No. 53

Taxes for the December, 1957 installment, \$95.38: Unpaid.

There is a special assessment for a water line on said premises in the Edgefield Sewer District No. 3, Project No. 132. The total assessment on this land is \$450.18. The balance due is \$225.08. The current assessment is \$45.02. The December payment for 1957 is \$22.51 and unpaid. This assessment is paid semi-annually.

* * * * *

I hereby certify that the foregoing CONTINUATION consisting of Numbers 47 to 53 inclusive was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises since and including July 7, 1950, as shown by the General Indexes in the several County Offices in and for said County.



Attorney and Abstractor

Canton, Ohio

April 3, 1958

4 P. M.