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# Abstract

of

## The Title

to

10485

PART OF THE SOUTHWEST

QUARTER OF SECTION #32,

TOWNSHIP #11 (PLAIN),

RANGE #8 STARK COUNTY,

O H I O.

Plain Township Historical Society

Broad  
Ave.

ESTABLISHED 1869

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

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#33482

ABSTRACT OF THE TITLE relating to the following described premises, situate in the Township of Plain, County of Stark and State of Ohio.

TRACT #1: Part of the Southwest Quarter of Section #32, Township #11 (Plain), Range #8, beginning at an iron pin on the section line of said Section #32, at a point where the center of Broad Avenue N. W. crosses said south line of said Southwest Quarter of Section 32, in said township and county; thence north in the center of Broad Ave. N. W. extending a distance of 207.17<sup>8.</sup> feet to a point; thence west and parallel to the south line of said Southwest Quarter of said Section 32, a distance of 30 feet to the west line of said Broad Ave. N. W., and the true place of beginning; thence west and parallel to the south line of said Southwest Quarter of Section 32, a distance of 125 feet to a point; thence north and parallel to the west line of said quarter section a distance of 51.91 feet to a point; thence east and parallel to the south line of said quarter section a distance of 125 feet to the west line of Broad Ave. N. W. extended; thence south on the west line of said Broad Ave. N. W. extended a distance of 51.91 feet to the place of beginning.

Reserving however, a strip of land 4 feet in width off the entire south side for private driveway purposes and also granting another 4 foot strip of land off the entire north side of adjoining land for the purposes of forming a private driveway for the benefit of the owner's of said land, their heirs and assigns forever.

(over)

W-PT

TRACT #2: Part of the Southwest Quarter of Section #32, Township #11, Range #8, Stark County, Ohio, beginning at an iron pin on the south section line of said Section 32 at a point where the center of Broad Ave. N. W. crosses the south line of said Southwest Quarter; thence north in the center of Broad Ave. N. W. a distance of 208.17 feet to a point; thence west and parallel to the south line of said Southwest Quarter 155 feet to a point and the true place of beginning for the tract hereby conveyed; thence continuing west and parallel to the south line of said quarter a distance of 127.13 feet to a point in the west section line of said quarter section; thence north and along said section line 51.91 feet to a point; thence east and parallel to the south line of said quarter 128 feet to a point; thence south 51.91 feet to the place of beginning, containing 0.15 acres.

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 will appear as at Sec. 4, but when dower only is released, it will appear as "husband" or "wife" only.

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.

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 Section 32 aforesaid, 61 perches from the northwest corner of said Section; thence with said western boundary of Section 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 8 perches; south 62½° east 15 perches; south 69° east 12 perches; south 50° east 12 perches; south 88° east 6 perches; south 38° east 36 perches; south 20° east 14 perches; south 9° east 14 perches; south 25½° east 16 perches; south 17° east 14 perches; south 9° east 14 perches; south 38° east 7.4 perches; south 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 containing 127.19 acres, more or less.

Vol. "B", page 343, Stark County Recorder's Office.

NOTE:-

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.

On Feb. 29, 1817 Bezaleel Wells and Sally, his wife, conveyed to John Trump the following described part of Sections 29 and 32, Township 11, Range 8, beginning for said parcel of land at the northeast corner of Section 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 Section 29; thence north with said western boundary 8.6 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 Section 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 Quarters of Section #5, Township #10, Range #8; the Northeast and Southeast Quarters of Section 6 in the same township and range aforesaid; the Northeast Quarter of Section 7 in the same township and range aforesaid and a part of Section 32 in the eleventh township and range aforesaid, said part of said Section #32 being bounded as follows to-wit: Bounded on the east by the west fork of Nimishillen 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 Section 32 which has not been heretofore conveyed by said Bezaleel. The whole of said tracts or parcels of land containing 1080 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 without children, then the same to vest in his brothers and sisters.

FIFTH: I give and devise to said Elizabeth, Alena and Francis 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 January 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 Hosafra 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. 8.

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. 9.

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. 10.

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. 11.

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. "C2", 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 saide 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 wood land on the tract devised to Andrew and Joseph be devised 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 hose 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 severalty.

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 H. 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 hereinbefore noted in Sec. 7.)

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 intention 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 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 wood land only on the tract devised to said Joseph and Andrew shall be divided by three 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, Township #10, Range #8; also the east half of Section 6 in said township and range. Also a part of the west half of Section 5 in said township and range and bounded and described as follows, to-wit: Beginning at the southwest corner of said Section 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 28.75 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 Section 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 Section #32, Township #11, Range #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 88.32 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 Northeast Quarter of Section #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 Section 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 Section 32 in Township 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 138.67 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.

Plain Township Historical Society

No. 12.

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. 13.

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. 14.

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 for record in the Stark County Probate Court.

John F. Blake and  
Elizabeth O. Blake,

-vs-

Edward J. Meyer,  
George W. Meyer,  
Henry C. Meyer,  
Celeste Meyer and  
Catharine A. Meyer,  
in her own behalf and  
as guardian of said  
other defendants.

CIVIL ACTION

1876	Nov. 27,	Petition filed.
"	" "	Summons issued.
"	Dec. 11,	Summons returned served.
1877	Jan. 30,	Partition ordered.
"	" 25,	Order issued.
"	Feb. 27,	Order returned.
"	" "	Partition made.
"	" "	Report of partition approved. Deeds ordered, 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 Section #7, Township #10, Range #8; also the east half of Section 6 in said township and range; also part of the west half of Section 5 in said township and range and bounded and described as follows: Beginning at the southwest corner of said Section 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 28.75 chains to a post in the lane; -----; thence southwardly 53.10 chains, more or less, to a stone in the

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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 Section #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 Section #32, Township #11, Range #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", 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 Record "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 Section #7, Township #10, Range #8, beginning for the same at the northeast corner of said quarter and running thence eastwardly 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 50 1/4 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.

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 wood land 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 and 6, Township 10, Range 8, also part of Section 32, Township 11, Range 8, beginning for the tract at the southwest corner of said Section 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  $2^{\circ}$  west 9.75 chains to a post; thence north  $76\frac{1}{4}^{\circ}$  west 7.50 chains to a post; thence south  $38^{\circ}$  west 7.50 chains to a post; thence north  $67\frac{1}{2}^{\circ}$  west 15 chains to a post; thence north  $56^{\circ}$  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 Section 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 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.

(over)

THE STATE OF OHIO)

STARK COUNTY )

(SS.

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. Meyers 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.

Partition ordered and Samuel Stoyer, 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 plaintiff 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.

(over)

Blount Township Historical Society

Tract #3, which was drawn by and assigned to Catharine C. Meyer, is described in the surveyor's report as follows: Part of the Northwest and Southwest Quarters and part of the Northeast and Southeast Quarters of Sections #5 and #6, Township #10, Range #8, beginning for the whole at the northeast corner of lot #2 standing on the west line of lands of Andrew Meyer, deceased, and running thence with west line of said heirs land north  $3^{\circ}$  east 38.65 chains to a post, from which post the southeast corner of the brick house bears north  $2\frac{3}{4}^{\circ}$  east and northeast corner of barn bears south  $24^{\circ}$  west; thence north  $87\frac{1}{2}^{\circ}$  west 54.74 chains to a post on west line of Northeast Quarter of Section 6, from which post a black oak tree 8 inches in diameter bears north  $86\frac{1}{2}^{\circ}$  east 29 links; thence south with west line of said quarter 8.46 chains to the northeast corner of Southwest Quarter (Thomas Patton's Heirs) of Section 6; thence southerly with east line of last named quarter section 25.60 chains to the northwest corner of lot or subdivision #1, as aforesaid; thence with north line of same south  $87\frac{1}{2}^{\circ}$  east 15 chains to a post and corner of lot #1 aforesaid, also it being the most northwesterly corner of lot #2; thence with the following courses and distances of said lot #2 to beginning, that is to say, south  $87\frac{1}{2}^{\circ}$  east 21.55 chains to a post; south  $55^{\circ}$  west 9 chains to a post; south  $87\frac{1}{2}^{\circ}$  east 25 chains to beginning, containing 192.65 acres.

Tract #4, which was drawn by and assigned to Henry C. Meyer, is described in the surveyor's report as follows: Being parts of the Northwest Quarter of Section #5 and part of the Northeast Quarter of Section #6, Township #10, Range #8, beginning for the same at the northeast corner of lot #3 and running thence with the west line of lands of the heirs of Andrew Meyer, Jr., deceased, north  $3^{\circ}$  east 2.72 chains to a stone; thence south  $87\frac{1}{2}^{\circ}$  east 2.57 chains to a stone; thence north  $2\frac{1}{2}^{\circ}$  east 20.28 chains to a post; thence north  $87\frac{1}{2}^{\circ}$  west 56.96 chains to a post in Meyer's lake standing on the west line of the Northeast Quarter of Section 6 as aforesaid; thence southwardly with said west line 22.94 chains to the northwest corner of lot #3; thence with the north line of the same south  $87\frac{1}{2}^{\circ}$  east 54.74 chains to the beginning and containing  $130\frac{1}{4}$  acres of land, more or less.

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 Section #32, Township #11, Range #8; also parts of the North-east Quarter of Section 5 and 6, Township 10, Range 8, beginning for the whole at the southwest corner of said Section 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. 87½° west 56.96 chains to a post in Meyer's lake standing on the west line of the Northeast Quarter of Section 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.

No. 17.

Edward J. Meyer and  
Virgillia C., wife,  
to  
Annetta Belles.

Warranty Deed \$450.00.  
Dated Apr. 10, 1912.  
Rec. for rec. Apr. 11, 1912.  
Vol. 533, page 282.

Conveys part of the Southwest Quarter of Section #32, Township #11, Range #8, beginning for the same at a point on the west line of said quarter and 156.26 feet north from the southwest corner of said quarter; thence east and parallel to the south line of said quarter 279.24 feet to the middle of Broadway Avenue; thence north with the middle of said Avenue 155.74 feet; thence west and parallel with the south line of said quarter 280.18 feet to the west line of said quarter; thence south 155.74 feet to the place of beginning and containing 1 acre of land.

This conveyance is made upon the condition that the grantee, her heirs or assigns, shall not at any time manufacture or sell to be used as a beverage, any malt or spirituous liquors or permit the same to be done on the premises hereby conveyed.

Any violation of the above by the grantee, her heirs or assigns, shall declare this deed void, and the premises shall revert to the grantor, upon his paying to the said grantee, her heirs or assigns, the value of the improvements thereon.

Annetta Belles, widow,  
to  
Harry L. Carrier and  
Grace L., wife.

Warranty Deed \$1.00.  
Dated Sept. 19, 1924.  
Rec. for rec. Sept. 19, 1924.  
Vol. 841, page 207.

Conveys tract #1 as described in the heading of the Abstract.

This conveyance is madd upon the condition that the grantees, their heirs or assigns, shall not at any time manufacture or sell, to be used as a beverage, any malt or spirituous liquors, or permit the same to be done on the premises hereby conveyed.

Any violation of the above by the grantees, their heirs or assigns, shall declare this deed void and the premises shall revert to the grantor upon his paying to the said grantees, their heirs or assigns, the value of the improvements thereon.

Annetta Bellas' Will

Dated Feb. 15, 1926.  
Probated Oct. 20, 1926.  
Will Rec. 53, page 153.  
Stark County Probate Court.

1. I direct that all my just debts and funeral expenses be paid out of my estate as soon as practicable after my decease.
2. The remainder of my estate of whatsoever kind and nature I give, devise and bequeath unto my beloved daughter Maybel Elizabeth Ditty to be held by her absolutely and in fee simple.
3. I nominate and appoint my daughter Maybel Executrix of this, my Last Will and Testament, and I Elizabeth Ditty request that no inventory be made of my estate and no bond be required of my executrix.

SMITH-TRUMP ABSTRACT CO., INCORPORATED, CANTON, OHIO

Plain Township Historical Society

E-71

No. 20.

Application to probate the Will of Annetta Bellas, deceased, recites that she died on Oct. 7, 1926 leaving no widower and the following person her only next of kin, to-wit:-

Maybel E. Ditty, Daughter, R. D. #2 Canton, Ohio.  
Will Rec. 53, page 153, Stark County Probate Court.

No. 21.

Annetta Bellas' Estate.  
Plain Township.

1926 Oct. 19, Application to probate Will filed.  
" " " Waiver of next of kin filed.  
" " 20, Will admitted to probate and record.  
" " 28, Application for Letters filed.  
" " " Maybel E. Ditty, Executrix  
" " " Bond waived by Will.  
" " " Letters issued.  
" Nov. 16, Inventory and appraisement filed.  
" Dec. 1, Proof of publication filed.  
1927 Mar. 1, Statement to County Auditor issued.  
" May 31, First and final account filed.  
\* \* \*  
1927 May 31, Petition to determine Inheritance Tax filed.  
" June 1, Estate found as follows:-  
Gross \$6350.00.  
Personal \$850.00.  
Real Estate \$5500.00.  
Debts \$2238.10.  
Net \$4111.90.  
Notices and copies ordered.  
" " 7, Waiver from Tax Commission of Ohio filed.  
" " 4, Acknowledgment of receipt of \$5.88 from Auditor of State filed (Total amount of Inheritance Tax).

Admr. Doc. "U", page 155.  
Stark County Probate Court.

Annetta Bellas,  
Testator,  
to  
Maybel Elizabeth Ditty,  
Devisee.

Certificate to Recorder  
Real Estate Devised by Will.  
Dated Feb. 7, 1926.  
Rec. for rec. Mar. 1, 1927.  
Vol. 958, page 17.

Recites that by the terms of the Will hereinbefore noted in Sec. 19, certain real estate was devised to Maybel Elizabeth Ditty (daughter).

That the following is a description of said real estate such as is contained in the Will, to-wit:

All real estate to above named daughter absolutely and in fee simple.

Annetta Bellas, deceased,  
to  
Maybel E. Ditty, Devisee.

Application for Transfer  
of Real Estate Devised.  
Dated June 6, 1927.  
Rec. for rec. June 6, 1927.  
Vol. 944, page 33.

Recites that by the terms of the Will hereinbefore noted in Sec. 19, all the certain real estate belonging to said decedent was devised to her daughter Maybel E. Ditty 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:

1. Being a part of the Southwest Quarter of Section #32, Township #11, Range #8 (Plain Township) beginning for the same at a point on the west line of said quarter and 156.26 feet north from the southwest corner of said quarter; thence east and parallel to the south line of said quarter 279.24 feet to the middle of Broadway Avenue; thence north with the middle of said Avenue 155.74 feet; thence west and parallel with the south line of said quarter 280.18 feet to the west line of said quarter; thence south 155.74 feet to the place of beginning and containing 1 acre of land. As recorded in Vol. 533, page 282.

SMITH-TRUMP ABSTRACT CO., INCORPORATED, CANTON, OHIO

Plain Township Historical Society

X  
E P T  
S W 1/2

EXCEPT: Being part of the Southwest Quarter of Section #32, Township #11, Range #8 in Stark County, Ohio, beginning at an iron pin on the section line of said Section 32 at a point where the center of Broad Ave. N. W. crosses said south line of said Southwest Quarter of Section 32, in said township and county; thence north in the center of Broad Ave. N. W. extending a distance of 207.17 feet to a point; thence west and parallel to the south line of said Southwest Quarter of said Section 32, a distance of 30 feet, to the west line of said Broad Ave. N. W., and the true place of beginning; thence west and parallel to the south line of said Southwest Quarter of Section 32, a distance of 125 feet to a point; thence north and parallel to the west line of said quarter section a distance of 51.91 feet to a point; thence east and parallel to the south line of said quarter section a distance of 125 feet to the west line of Broad Ave. N. W. extended; thence south on the west line of said Broad Ave. N. W. extended a distance of 51.91 feet to the place of beginning. Reservation the same as in Vol. 841, page 207.

2. Being part of the Southwest Quarter of Section #32, Township #11, Range #8, beginning for the same at the southwest corner of said quarter; thence east with the south line of said quarter 50 feet to a point; thence northwardly parallel with the west line of said quarter 156.26 feet; thence westwardly parallel with the south line of said quarter 50 feet; thence southwardly along the west line of said quarter 156.26 feet to the place of beginning. As recorded in Vol. 696, page 258.

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

Prays for the transfer of said real estate upon the tax duplicate to Maybel E. Ditty's name.



Maybel Elizabeth Ditty's Will

Dated Apr. 1, 1926.

Probated Nov. 5, 1938.

Will Rec. 77, page 508.

Stark County Probate Court.

1. I direct that all my just debts and funeral expenses be paid out of my estate as soon as practicable after my decease.
2. I will, devise and bequeath all my property both real and personal to my beloved husband, Harry R. Ditty to be held by him absolutely and in fee simple.
3. I nominate and appoint my husband, Harry R. Ditty, Executor of this, my last Will and Testament, and it is my desire that no inventory be made of my estate and no bond be required of my executor.

Application to probate the Will of Maybel Elizabeth Ditty, deceased, recites that she died on May 31, 1938 leaving Harry R. Ditty, her widower, and the following persons all of her next of kin, to-wit:

Geo. B. Ditty,	Son,	R. D. #2 Canton, Ohio.
Grace L. Carrier,	Daughter,	R. D. #2 Canton, Ohio.
Glen D. Ditty,	Son,	R.D. Homeworth, Ohio.
Mildred Garaux,	Daughter,	Canton, Ohio.
Rose Adele Burnside,	Daughter,	R. D. #2 Canton, Ohio.

Will Rec. 77, page 509, Stark County Probate Court.

Maybel Elizabeth Ditty's  
Estate.  
Plain Township.  
Harry R. Ditty, widower.

1938 Oct. 13, Application to probate  
Will filed.  
" " 31, Waiver of next of kin  
filed.  
" Nov. 5, Will admitted to probate  
and record.  
" " " Application for letters  
testamentary filed.  
" " " Harry R. Ditty, Executor.  
" " " Bond of \$500.00 filed  
and approved.  
" " " Letters issued.  
" " 16, Inventory, appraisement  
and waiver filed.  
" " " Preliminary notice to  
Tax Commission filed.  
" " 17, Inventory and appraise-  
ment allowed and confirm-  
ed.  
" Dec. 12, Proof of publication  
filed.  
1939 Aug. 22, Affidavit on final  
settlement filed.  
" " " Application for certificate  
of transfer of real  
estate filed.  
" " " Transfer ordered.  
" " " Certificate issued.  
\* \* \*  
1939 Aug. 22, Petition to determine  
Inheritance Tax filed.  
" " 29, Estate found not subject  
to Tax.  
Admr. Doc. 31, page 264.  
Stark County Probate Court.

No. 27.

Maybel E. Ditty, deceased,  
to  
Harry R. Ditty, Devisee.

Certificate for Transfer  
of Real Estate.  
Dated Aug. 22, 1939.  
Rec. for rec. Aug. 22, 1939.  
Vol. 1248, page 17.

Recites that said Maybel E. Ditty died testate on May 31, 1938; that her will was admitted to probate in the Stark County Probate Court on Nov. 5, 1938 and recorded in Will Rec. #77, page 508 of said County; that on Nov. 5, 1938, Harry R. Ditty was appointed by this Court Executor of her estate; that said estate is being administered under #31440 and a memorandum record of said estate can be found in Adm. Doc. #31, page 264 of the Records of the Probate Court of Stark County, Ohio; that said decedent died seized of the following parcels of real estate in said County:-

The first tract as described in Sec. No. 23.

That the persons inheriting said real estate, with the age, address, relationship and portion inherited by them, are as follows:

NAME	AGE	ADDRESS	RELATIONSHIP	PORTION INHERITED
Harry R. Ditty	67	R.D.#2 Canton, Ohio,	Husband	All

It appearing to the satisfaction of the Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully carried out, it is ordered that such real estate be transferred upon the Tax Duplicate to the name of the persons above set forth, and that this Certificate be recorded by the County Recorder of Stark County, in the Deed Records of said County.

No. 28.

Harry R. Ditty, a widower,  
to  
Harry L. Carrier,  
Grace L. Carrier.

Warranty Deed \$1.00.  
Dated Oct. 18, 1939.  
Rec. for rec. Nov. 15, 1939.  
Vol. 1253, page 543.

Conveys Tract #2 as described in the heading of the  
Abstract.

L I E N S

No. 29.

Edward J. Meyer and wife,  
to  
William Wagner, Trustee  
appointed by the Common  
Pleas Court in case of  
C. 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. 30.

Edward J. Meyer and 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 \$8630.00.  
Dated Dec. 2, 1896.  
Vol. 344, page 248.

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

No. 31.

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.

(over)

Plain Township Historical Society

Covers part of the west half of Section #32, Township #11, Range #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 road 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 grantor'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 beginning containing about 7 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 April 11, 1912.  
M. E. McFarren, Recorder.

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

"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. 32.

Harry L. Carrier  
and Grace L. Carrier,  
to  
Mabel E. Ditty.

Mortgage \$1500.00.  
Dated Apr. 3, 1933.  
Vol. 1099, page 12.

Canceled on record May 2, 1938, signed, "Mabel E.  
Ditty."

No. 33.

Harry L. Carrier  
and Grace L. Carrier,  
to  
Sara Altha Inman.

Mortgage \$1500.00.  
Dated May 2, 1938.  
Vol. 1192, page 241.

Canceled on record Nov. 15, 1939, signed, "Sara  
Altha Inman."

No. 34.

NO LEASES or MECHANIC'S LIENS.

No. 35.

Taxes due June, 1939 instalment, PAID.  
No Federal, Recognizance or delinquent Personal Tax  
liens.

No. 36.

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

Plain Township Historical Society

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

--oOo--

We hereby certify that the foregoing ABSTRACT OF TITLE  
consisting of thirty-seven 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 21, 1939,

Eight o'clock A. M.

*The Smith-Trump Abstract Co.*  
By Clark W. Metzger  
Manager

Plain Township Historical Society

SHORT FORM CONTINUATION

No. 38.

Annetta Bellas,  
to  
Harry L. Carrier,  
Grace L. Carrier, wife.

Warranty Deed \$1.00.  
Dated Sept. 19, 1924.  
Rec. for re-rec. Nov. 27, 1939.  
Vol. 1258, page 126.  
Serial #423123.

Conveys part of the southwest quarter of section #32, township #11, range #8, Beginning at an iron pin on the section line of said section #32 at a point where the center of Broad Avenue N. W. crosses said south line of said southwest quarter of section #32 in said Township and County; thence north in the center of Broad Avenue N. W. extending a distance of 208.17 feet to a point; thence west and parallel to the south line of said southwest quarter of said section #32 a distance of 30 feet to the west line of said Broad Avenue N. W. and the true place of beginning; thence west and parallel to the south line of said southwest quarter of section #32 a distance of 125 feet to a point; thence north and parallel to the west line of said quarter section a distance of 51.91 feet to a point; thence east and parallel to the south line of said quarter section a distance of 125 feet to the west line of Broad Avenue N. W. extended; thence south on the west line of said Broad Avenue N. W. extended, a distance of 51.91 feet to the place of beginning.

Reserving, however, a strip of land 4 feet in width off the entire south side for private driveway purposes and also granting another 4 foot strip of land off the entire north side of adjoining land for the purposes of forming a private driveway for the benefit of the owner's of said land, their heirs and assigns forever.

This conveyance is madd upon the condition that the Grantees, their heirs or assigns shall not at any time manufacture or sell, to be used as a beverage, any malt or spirituous liquors or permit the same to be done on the premises hereby conveyed.

Any violation of the above by the Grantees, their heirs or assigns shall declare this deed void, and the premises shall revert to the Grantor upon his paying to the said Grantees, their heirs or assigns, the value of the improvements thereon.

NOTE: Granting clause does not indicate the marital status of Grantor, but said grantor is noted as Annetta Belles, widow, in the acknowledgment.



Harry L. Carrier and  
Grace L., wife,  
to  
The First Trust  
Bank of Canton,

Mortgage \$650.00.  
Dated Nov. 28, 1939.  
Rec. for rec. Nov. 28, 1939.  
Vol. 1053, page 281.  
Not canceled.

*Cancelled on the record  
Aug 12- 1940  
THE SMITH-TRUMP ABSTRACT CO.  
John W. Metzger*

Covers part of the southwest quarter of section #32, township #11, range #8, (beginning at an iron pin on the section line of section #32 at a point where the center of Broad Avenue N. W. crosses said south line of said southwest quarter; thence north in the center of Broad Avenue N. W. extending a distance of 208.17 feet to a point; thence west and parallel to the south line of said southwest quarter of section #32 a distance of 30 feet to the west line of Broad Avenue N. W. and the true place of beginning; thence west and parallel to the south line of said southwest quarter of section #32 a distance of 252.13 feet to a point; thence north and parallel to the west line of said quarter section a distance of 51.91 feet to a point; thence east and parallel to the south line of said quarter section a distance of 252.13 feet to the west line of Broad Avenue N. W. extended; thence south on the west line of Broad Avenue N. W. 51.91 feet to the place of beginning.

Together with the right to use for driveway purposes a strip of land 4 feet wide by 125 feet deep measured from the west line of Broad Avenue N. W. off the property immediately adjoining on the south, but subject, however, to an easement for driveway purposes over a strip of land 4 feet wide by 125 feet deep measured from the west line of Broad Avenue N. W. off the south side of the property herein conveyed, it being the intention to form a driveway 8 feet in width to a depth of 125 feet measured from the west line of Broad Avenue N. W., to be used for driveway purposes by the owners of land adjoining said driveway. )

Secures a loan of \$650.00, payable \$10.00 per month, due in 5 years, with interest thereon at 6%.

The above description includes the 2 tracts described in the heading of the Abstract.

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We hereby certify that the foregoing MORTGAGE and DEED are the only instruments of record that have been filed for record affecting the title to the premises described in the heading of Abstract, since and including November 21, 1939, as shown by the General Indexes in the several county offices in and for Stark County, Ohio.

Canton, Ohio,

November 28, 1939.

*The Smith-Trump Abstract Co.*  
By Clark Metzger  
Manager

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

No. 40.

No deeds from Harry L. or Grace L. Carrier for the premises described in Sec. No. 39 have been filed for record since and including Nov. 28, 1939.

L I E N S

No. 41.

Harry L. Carrier Canceled on the record  
 Grace L., wife, to *April 2nd 1949* Mortgage \$1450.00.  
 The First Trust & Savings Bank of Canton, OH. *TRUMP ABSTRACT CO.* Dated Aug. 8, 1940.  
 Rec. for rec. Aug. 12, 1940  
 at 9:04 o'clock A. M.  
*Thomas H. Metzger mgr.* Vol. 1300, page 6.  
 NOT CANCELED.

Covers the premises as described in Sec. No. 39, and secures a loan of \$1450.00, payable \$15.00 per month, with interest thereon at 6%. Due five years from date.

No. 42.

NO LEASES or MECHANIC'S LIENS.

No. 43.

Taxes due Dec., 1939 instalment, \$6.05, not paid.  
 Taxes due June, 1940 instalment, \$6.05, plus \$0.61  
 penalty, not paid.  
 No Federal, Recognizance or delinquent Personal Tax  
 liens.

Plain Township Historical Society

SMITH-TRUMP ABSTRACT CO., INCORPORATED, CANTON, OHIO

No. 44.

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

No. 45.

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. 40 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 Sec. No. 39, since and including Nov. 28, 1939, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio,

August 12, 1940,

9:30 o'clock A. M.

*The Smith-Trump Abstract Co.*

By

*Clark N. Metzger*  
Manager

On September 7, 1946, Harry L. Carrier and Grace L., husband and wife, granted to The East Ohio Gas Company, its successors and assigns, the right to lay pipe lines across the following described lands:

Situated in the Southwest 1/4 Section 32, Plain Township, County of Stark, State of Ohio, and more specifically described as follows:

Tract of land owned by H. and G. Carrier, bounded on the west by tract of land owned by Lina Rittersbaugh, on the north by tract of land owned by C. and P. Powell, on the east by Broad Avenue N. W., on the south by tract of land owned by A. Sukatch

Said pipe line to lay approximately 19' west of the corner line of Broad Ave. N. W.

Also the right to lay service pipes to consumers from said pipe lines, together with the right at any time to operate, maintain, repair, re-locate and remove pipe lines laid hereunder.

Misc. Rec. 1534, Page 123, Stark Co. Recorder's Office.

No. 47

No deeds from Harry L. Carrier or Grace L. Carrier for premises as described in Sec. No. 39 of SHORT FORM CONTINUATION dated November 28, 1939, have been filed for record since and including August 12, 1940, 9:30 A. M.

L I E N S  
No. 48.

Harry L. Carrier and Grace L., wife,

to  
The Canton National Bank, Canton, Ohio.

Canceled on the record  
Sept 12 - 1957

THE SMITH-TRUMP ABSTRACT CO. Inc.  
1500 H. M. Street  
Canton, Ohio

Secured by mortgage \$1500.00.  
Mortgage No. 1951.  
Misc. Rec. Aug. 22, 1951,  
Vol. 2015, page 131.  
NOT CANCELED.

Covers premises, subject to right to use for driveway purposes and easement for driveway purposes, all as fully described in Sec. No. 39 of Short Form Continuation dated Nov. 28, 1939. Secures a loan of \$1500.00, payable \$25.00 per month, with interest thereon at 5%.

THE SMITH-TRUMP ABSTRACT CO. CANTON OHIO

The Owners of a tract whose signatures appear below located in Part of the South-west 1/4 of Section 32, Plain Township, Stark County, Ohio, to M. B. Belden.

Lease \$1.00.  
Dated Feb. 20, 1946.  
Ack'd. Feb. 23, 1946.  
Lease Rec. 81, page 589.

Lease signed by Harry L. Carrier and Grace L. Carrier and other parties.  
Canceled on record December 17, 1946, signed, "M. B. Belden."

Harry R. Ditty, widower, and Grace L. Carrier, to Frank Brendel Oil & Gas Company.

Lease \$1.00.  
Dated May 22, 1946.  
Rec. for rec. June 21, 1946.  
Lease Rec. 83, page 277.  
NOT CANCELED.

Leases all of the oil and gas and the constituents of either in and under the following described lands for a term of ten days and so much longer thereafter as oil or gas or the constituents of either is or are produced in paying quantities in the judgment of the Lessee, therein and thereon, to-wit: All that certain tract of land, situated in Plain Township, Section 32 in Stark County, Ohio, bounded substantially as follows:

North by lands of (Grace Carrier) Anna Sukatch.  
East by lands of Broad Avenue N. W.  
South by lands of 17th St. N. W.  
West by lands of (Mrs. Ritesbaugh) Russell S. Miller  
Parcel No. 1. .70 acre

North by lands of Powell  
East by lands of Broad Avenue  
South by lands of Anna Sukatch  
West by lands of Ritesbaugh  
containing .30 of an acre,  
containing in all 1 acre more or less.

(a) Frank A. S. Brendel  
d.b.a. Frank Brendel  
Oil & Gas Company  
of Canton, Ohio,  
to  
Brendel Producing Company.

Assignment of Leases  
Dated Dec. 12, 1946.  
Rec. for rec. Dec. 23, 1946.  
Assign. Rec. 6, page 477.

Assigns all right, title and interest in said lease and other leases.

(b) We find no record in the Stark County Recorder's Office of any assignment of said lease from Brendel Producing Company to Ed Obermiller.

THE SMITH TRUMP ABSTRACT CO. CANTON OHIO

Plain Township Historical Society

(c) Ed Obermiller  
to  
Brendel Producing  
Company.

Assignment of Leases  
Dated Dec. 17, 1946.  
Rec. for rec. Dec. 20, 1946.  
Assign. Rec. 6, page 474.

Assigns all right, title and interest in and to said  
lease and other leases.

No. 51.

NO MECHANIC'S LIENS.

No. 52.

ASSESSMENT:

Taxes due June, 1951, instalment, \$13.44, paid.  
Sanitary Sewer-Broad Ave. Sewer District #12 Project  
#97, June, 1951, instalment \$3.40, paid.  
Plain Twp. Sewer & Water Assessment Book, Page 76.

Sanitary Sewer-Broad Ave. Sewer District #12 Project  
#100, June, 1951, instalment, \$8.26, paid.  
Plain Twp. Sewer & Water Assessment Book, Page 84.

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

No. 53.

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

---o0o---

We hereby certify that the foregoing CONTINUATION con-  
sisting of Sec. No. 46 to No. 53, 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. 39 of Short Form Continuati-  
on dated Nov. 28, 1939, since and including August 12, 1940, 9:30  
A. M., as shown by the General Indexes in the several County  
Offices in and for Stark County, Ohio.

Canton, Ohio,  
August 22, 1951,  
2:41 o'clock P. M.

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

No deeds from Harry L. Carrier or Grace L. Carrier for premises as described in Sec. No. 39 of SHORT FORM CONTINUATION dated November 28, 1939, have been filed for record since and including August 22, 1951, 2:41 o'clock P. M.

No. 55.

The records of the Probate Court of Stark County, Ohio, disclose no adjudications of lunacy, 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. 56.

Harry L. Carrier and  
Grace L., wife,  
to  
The Canton National  
Bank, Canton, Ohio.

Mortgage \$7,000.00.  
Dated Sept. 11, 1957.  
Rec. for rec. Sept. 11, 1957,  
2:16 P. M. (E.S.T.).  
Vol. 2519, page 548.  
NOT CANCELED.

secured above premises as referred to in Sec. No. 54 above and thereon a mortgage of \$7,000.00, payable \$78.00 per month, with interest

THE  
SMITH  
TRUMP  
ABSTRACT  
CO  
CANTON  
OHIO

*Cancelled with record as of February 24, 1959, by the  
Canton National Bank, P.D. Dyne, Vice President, by  
M.M. Allison, Assistant President, Arthur A. Felt, Atty-at-Law.*

No. 57.

NO OLD AGE PENSION LIENS.

No. 58.

No Leases since & including August 22, 1951, 2:41 P. M.  
No Mechanic's Liens.

No. 59.

Taxes due June, 1957, instalment, \$37.52 paid.

ASSESSMENTS: a Plain Twp. Maintenance, Broad Ave.

Sewer District #12, Acreage, Dec., 1956, instalment, \$3.00 paid.  
Plain Twp. Sewer Maintenance Book, Page 310.

(b) Plain Twp. Broad Ave. Sewer District #12, Project #97, Trunk Sewer (Sanitary) Acreage, June, 1957, instalment, \$3.30 paid. Plain Twp. Sewer Book, Page 92.

(c) Plain Twp. Broad Ave. Sewer District #12, Project #100, Sanitary Sewer, Acreage, June, 1957, instalment, \$8.02 paid. Plain Twp. Sewer Book, Page 97.

No. 60.

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

No. 61.

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. 54 to No. 61, 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 referred to above, since and including August 22, 1951, 2:41 P. M., as shown by the general indexes in the several County offices in and for Stark County, Ohio.

THE SMITH-TRUMP ABSTRACT COMPANY

Canton, Ohio,  
October 3, 1957,  
Eight o'clock A. M.

BY *Thomas H. Utzger*  
Manager



51,831

SHORT FORM CONTINUATION  
No. 62.

Harry L. Carrier and  
Grace L., wife,  
to  
The Canton National  
Bank, Canton, Ohio.

Mortgage \$1,000.00.  
Dated Oct. 4, 1957.  
Rec. for rec. Oct. 7, 1957,  
9:52 A. M.  
Vol. 2539, page 492.  
NOT CANCELED.

Covers premises described in Sec. No. 39 of SHORT FORM  
CONTINUATION dated November 28, 1939.  
Secures a loan of \$1,000.00, payable \$15.00 per month,  
with interest thereon at 6%.

*Cancelled on February 24, 1957, by  
The Canton National Bank, Arthur A. Layne, Vice President,  
by M. M. Nelson, Assistant Vice President,  
Arthur A. Layne,  
Atty. at Law.*

Plain Township Historical Society

We hereby certify that the foregoing MORTGAGE is the  
only instrument, affecting the title to premises referred to above,  
that has been filed for record since and including October 3, 1957,  
Eight o'clock A. M., as shown by the general indexes in the several  
County offices in and for Stark County, Ohio.

Canton, Ohio,  
October 7, 1957,  
9:53 o'clock A. M.

THE SMITH-TRUMP ABSTRACT COMPANY

BY Thomas H. Utzger,  
Manager

THE SMITH-TRUMP ABSTRACT COMPANY CANTON OHIO

No deeds from Harry L. Carrier or Grace L. Carrier for premises as described in Sec. No. 39 of SHORT FORM CONTINUATION dated November 28, 1939 have been filed for record since and including October 7, 1957, 9:53 o'clock A. M.

No. 64.

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. 65.

No Mortgages since & including October 7, 1957, 9:53 o'clock A. M.

No. 66.

NO OLD AGE PENSION LIENS.

No. 67.

No Leases since & including October 7, 1957, 9:53 A. M.  
No Mechanic's Liens.

No. 68.

Taxes due June, 1958, instalment, \$39.91 paid.

ASSESSMENTS:

- (a) Broad Ave. Sewer District #12, Project #100, Sanitary Sewer, June, 1958, instalment, \$8.02 paid.  
Plain Twp. Sewer Book, Page 97.
- (b) Broad Ave. Sewer District #12, Project #97, Trunk Sewer (Sanitary), June, 1958, instalment, \$3.30 paid.  
Plain Twp. Sewer Book, Page 92.
- (c) Broad Ave. Sewer District #12, Plain Twp. Maintenance, Dec., 1957, instalment, \$3.00 paid.  
Plain Twp. Sewer & Maintenance Book, Page 291.

No. 69.

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

No. 70.

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. 63 to No. 70, 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. 39 of SHORT FORM CONTINUATION dated November 28, 1939, since and including October 7, 1957, 9:53 o'clock A. M., as shown by the general indexes in the several County offices in and for Stark County, Ohio.

Canton, Ohio,  
February 17, 1959,  
Eight o'clock A.M.

THE SMITH-TRUMP ABSTRACT COMPANY

By Thomas H. Metzger,  
Manager

THE SMITH-TRUMP ABSTRACT COMPANY CANTON OHIO

Plain Township Historical Society

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

CONTINUATION to ABSTRACT OF TITLE to the following described premises, said CONTINUATION showing changes in TITLE thereto since and including February 17, 1959:

Situated in the Township of Plain, County of Stark and State of Ohio: Known as and being a part of the Southwest Quarter of Section Number Thirty-two (#32), Township Number Eleven (#11), (Plain), Range Number Eight (#8), Stark County, Ohio, bounded and described as follows: Beginning at an iron pin on the section line of Section Number Thirty-two (#32) at a point where the center of Broad Avenue Northwest crosses said South line of said Southwest Quarter; thence North in the center of Broad Avenue, Northwest extending a distance of Two Hundred Eight and Seventeen Hundredths feet (208.17') to a point; thence West and parallel to the South line of said Southwest Quarter of Section Number Thirty-two (#32) a distance of Thirty feet (30') to the West line of Broad Avenue Northwest and the true place of beginning; thence West and parallel to the South line of said Southwest Quarter of Section Number Thirty-two (#32) a distance of Two Hundred Fifty-two and Thirteen Hundredths feet (252.13') to a point; thence North and parallel to the West line of said quarter section a distance of Fifty-one and Ninety-one Hundredths feet (51.91') to a point; thence East and parallel to the South line of said quarter section a distance of Two Hundred Fifty-two and Thirteen Hundredths feet (252.13') to the West line of Broad Avenue Northwest extended; thence South on the West line of Broad Avenue Northwest Fifty-one and Ninety-one Hundredths feet (51.91') to the place of beginning.

Together with the right to use for driveway purposes a strip of land Four feet (4') wide by One Hundred Twenty-five feet (125') deep measured from the West line of Broad Avenue Northwest off the property immediately adjoining on the South, but subject, however, to an easement for driveway purposes over a strip of land Four feet (4') wide by One Hundred Twenty-five feet (125') deep measured from the West line of Broad Avenue Northwest off the South side of the property herein conveyed, it being the intention to form a driveway Eight feet (8') in width to a depth of One Hundred Twenty-five feet (125') measured from the West line of Broad Avenue Northwest, to be used for driveway purposes by the owners of land adjoining said driveway.

No. 71.

No Deeds to the premises described in the Heading of this Continuation to Abstract of Title from Harry L. Carrier or Grace L. Carrier have been filed for record since and including February 17, 1959.

L I E N S

No. 72.

Harry L. Carrier and  
Grace L. Carrier,  
husband and wife

to

The Home Savings and Loan  
Company

Mortgage Deed - \$7300.00.  
Dated & Ack'd. - Feb. 20, 1959  
Rec'd. for Record - Feb. 20, 1959  
Recorded - February 24, 1959.  
Volume 2635, page 353.  
NOT CANCELLED.

*Satisfied & discharged  
the Record  
7-5-68  
San Antonio  
city*

Covers the premises described in the Heading of this Continuation to Abstract of Title subject to the conditions and restrictions contained and set forth in a Warranty Deed dated September 19, 1924, recorded in Volume 1258 page 126 of the Stark County Deed Records given by Annetta Belles to Harry L. Carrier and Grace L. Carrier, a Right of Way in favor of the East Ohio Gas Company, recorded in Deed Record Volume 1534, page 123 of the Stark County Deed Records, and an Oil and Gas Lease in favor of the Brendel Producing Company, dated May 22, 1946, recorded in Lease Record 86, page 277 of the Stark County Lease Records to which Warranty Deed, Right of Way, and Oil and Gas Lease reference is hereby made.

The above mortgage deed was given to secure a certain promissory note of even date in the principal sum of \$7300.00, bearing interest at the rate of  $5\frac{1}{2}\%$  per annum, payable monthly in advance, maturing January 20, 1974. Said principal and interest are made payable in installments of not less than \$60.00 per month in advance, on or before the 20th day of each calendar month during its continuance.

No. 73.

No Leases nor Mechanics Liens.

No. 74.

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

No. 75.

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

No. 76.

Taxes due and payable June, 1958, paid. Amount paid, \$39.91.

*e.o.r.  
12/20/68  
ga.m.*

Plain Township Historical Society

The Plain Township Sewer Assessment Book lists the following Assessments:

At Page 92: Broad Avenue Sewer District No. 12, Project No. 97, Trunk Sewer (Sanitary); Entered December, 1950, payable in 20 semiannual installments; Total amount originally assessed, \$66.23; Balance of assessment due, \$19.80; Sixteenth Installment of \$3.30 due and payable June, 1957 is paid.

At Page 97: Broad Avenue Sewer District No. 12, Project No. 100, Sanitary Sewer; Entered December, 1950, payable in 20 semiannual installments; Total amount originally assessed, \$160.99; Balance of assessment due, \$48.15; Sixteenth Installment of \$8.02, due and payable June, 1957 is paid.

At Page 291: Broad Avenue Sewer District No. 12, Maintenance: Annual Assessment of \$3.00 due and payable December, 1957 is paid.

No. 77.

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

----- oOo -----

I hereby certify that the foregoing CONTINUATION, consisting of Sections Numbers Seventy-one (71) to Seventy-seven (77) 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 part of the Southwest Quarter of Section Number Thirty-two (#32), Township Number Eleven (#11) (Plain), Range Number Eight (#8), Stark County, Ohio, and being more fully described in the Heading of this Continuation to Abstract of Title, since and including February 17, 1959, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Plain Township Historical Society

*Arthur A. Sayre*  
ATTORNEY AT LAW

Dated at Canton, Ohio

February 24, 1959 at

YRE  
LAW  
SOUTH

ADDENDA to the foregoing Abstract of Title to premises situated in the Township of Plain, County of Stark and State of Ohio, known as and being a part of the South-west Quarter of Section No. 32, Township No. 11, (Plain), Range No. 8, Stark County, Ohio, as the same is more fully described in the heading of the Continuation, dated February 24, 1959, showing changes to the title to said premises since and including February 24, 1959.

No. 2.

GRACE L. CARRIER'S ESTATE

IN THE PROBATE COURT,  
STARK COUNTY, OHIO

Adm. Doc, 64, page 494  
#71,500

- 1963 - Oct. 1 - Application to probate will and waiver filed. Hearing set for Oct. 8, 1963 at 9:30 A.M. and notice ordered according to law.
- " " 3 - Waiver of notice filed.
- " " 3 - Hearing had, will admitted to probate and record.
- " " 31 - Application for letters filed. Harry L. Carrier, executor.  
- Bond of \$4000.00 with Ohio Farmers Insurance Company as surety filed and approved.  
- Letters issued.
- " - Nov. 26 - Proof of publication filed.
- 1964 Feb. 26 - Inventory, appraisement and waivers filed.
- " - Mar. 2 - Hearing set for March 20, 1964 at 10:00 A.M. and notice by publication ordered.
- " - Feb. 26 - Preliminary notice to Dept. of Taxation filed. Affidavit on final settlement filed. Costs paid. 3/20/64 Inv. & apprmt. approved & confirmed. ACCOUNT APPROVED on 4/6/64.
- Inheritance Tax  
2/26/64 - Petition to determine inheritance tax filed.  
3/ 3/64 - Hearing had, estate found not subject to tax.

GRACE L. CARRIER'S WILL

IN THE PROBATE COURT  
 STARK COUNTY, OHIO  
 Dated Feb. 15, 1931  
 Probated Oct. 3, 1963  
 Will Rec. 174, page 523

"I, Grace L. Carrier, being of lawful age and of sound mind and memory, do make, publish and declare this my last will and testament, hereby revoking any and all wills by me heretofore made.

ITEM I - I direct that all my just debts and funeral expenses be paid as soon after my decease as may be found convenient.

ITEM II - I give, devise and bequeath to Harry L. Carrier, my husband, as his absolute property, all of my property, real, personal and mixed, of whatever kind and nature and wheresoever situate, which property I may own or have the right to dispose of at the time of my decease.

Having every confidence that my husband will use any property that I may leave for the best interests of any children we may have, as well as for the interests of himself, I purposely make no provisions for any such child or children, whether now living or born hereafter.

ITEM III - In the event my husband should predecease me, or in the event it shall be impossible to determine which of us die first, or in the event that the death of both of us is caused by means and at a time so that a bona fide question arises as to which party predeceased the other, then I give, devise and bequeath all of my property, real and personal and mixed, wheresoever situate, which I may own or have the right to dispose of, to The First National Bank of Canton, Ohio, to be held by them as trustee of my estate, and to be held upon the terms as follows:-

The trust estate shall be treated and composed of as many equal shares as I shall have children by my husband, Harry L. Carrier, and one such share shall be held for the benefit of each said child or children, upon terms and conditions as follows:-

Until any such child or children shall attain the age of twenty-five years, the trustee is authorized and empowered to pay to or for his or her use and benefit from the income or principal of such share, such sum or sums as it shall deem necessary or proper to provide for the suitable support, comfort, maintenance and education of such child or children and after any child shall attain the age of twenty-five years, the trustee shall thereupon pay and distribute to such one its respective share of the principal of the trust estate and the trust as to such share shall thereupon cease and terminate."



"In the event any such child or children should die before distribution to him or her shall have been completed, such child or children's share of the trust estate then remaining in the hands of the trustees shall vest in the surviving issue of such child or children and in default of issue shall be added to the shares held for my other children or issue as the case may be in equal portions, and in event there be no such child or children or issue then surviving, the trust estate shall vest in Maybel E. Ditty of Canton, Stark County, Ohio, Harriet E. Cummings, Sr. of Dubois, Pa., and Sarah Altha Inman of Chicago, to receive such estate, share and share alike, and to receive that share as the absolute property of each.

If any one of the three last above mentioned is unable to receive this estate under the provisions of this will, then and in that event, the respective share of that person shall vest in and be given to the person or persons who shall constitute the next of kin of that person under the laws and statutes of the State of Ohio relating to descent and distribution in force and effect at the time of my decease.

Notwithstanding anything hereinbefore contained, I will and direct that the income by the terms hereof is or shall be payable to any person shall only be so payable until such person shall by specific or general assignment, transfer, or otherwise alienate or dispose of or attempt to alienate or dispose of his or her right to such income, or any part thereof, or interest therein; or until by reason of or in consequence of or under any attachment, sequestration, execution, writ, judgment, order or other proceedings, or by any means whatsoever, the said income, or any part thereof, or interest therein, can no longer be personally enjoyed by him or her; or would, but for the terms of this agreement, belong to or become vested in or subject to the control of some other person, persons or corporation, courts or officials; and from and after the happening of any such event the right of such person to receive and be paid the said income shall cease, but the Trustee, in its absolute and uncontrolled discretion, may pay over to or expend for the benefit of such children or child or heirs of each or all, as the case may be, the whole or any part of such income as it may think fit during its pleasure; the balance, if any, of such income to be paid or applied by the Trustee for the benefit of such child, grandchild or grandchildren of mine as the Trustee, in its absolute and uncontrolled discretion sees fit; provided always that if and so soon as, but not before, the reason and cause whereby the said person can no longer personally enjoy the said income as above mentioned, shall come to or be at an end, then in such case such income shall again be paid over to him or her as before the happening of any of the events above mentioned, until the again happening of any such event; and so often as the same shall happen the right of the said person to be paid such income shall cease, and the Trustee shall again deal with such income provided for until the reason or cause whereby such person can no longer personally enjoy the said income, as above mentioned, has come to or is at an end as above mentioned, and then shall again pay over to him or her the same income as before, and so on from time to time as the case may be when and so often as any such event may happen and the reason or cause as aforesaid has come to or is at an end, as above mentioned."

"The Trustee is authorized and empowered to invest and re-invest all funds coming into its possession in such loans, bonds, securities, and real estate as it may deem proper and suitable for the investment of trust funds.

The Trustee must make any distribution directed hereunder in lawful money of the United States unless such beneficiary receiving same shall desire otherwise, and express this desire in writing.

ITEM IV - It is my will, and I hereby desire, that in the event I die before my child or children as the case may be, are twenty-one years of age, and leaving no widow, that my mother, Maybel E. Ditty, be appointed guardian over the person of my minor children, and that The First National Bank, as Trustee hereunder, in case it is appointed Trustee, shall furnish to her reasonable expenses for their care.

ITEM V - I nominate and appoint Harry L. Carrier, my husband, to be the Executor of this, my last will and testament.

I direct that in so far as the same may be omitted by law that no bond, inventory or appraisement be required of my husband as said Executor, but in the event that my husband is unable to accept this appointment, and The First National Bank is appointed Executor of my estate, or in the event that any third party is appointed Executor of my estate, I desire bond to be given, and appraisement had, as the Probate Court and the laws of Ohio may direct.

IN WITNESS WHEREOF, I have hereunto set my hand the 15th day of February, A. D. 1931.

/s/ Grace L. Carrier"

Plain Township Historical Society

The application to probate will, filed in the above estate, recites that Grace L. Carrier, a resident of Plain Township, died on the 13th day of September, 1963, leaving Harry L. Carrier, her widower, and the following persons her known next of kin:  
Earl L. Carrier      Adult      Son  
Theodore R. Carrier      "      "      Sandusky, Ohio, and  
Orange, California

No. 5.

The inventory and appraisalment, filed in the above Estate, lists an undivided one-half ( $\frac{1}{2}$ ) interest in the premises as described in the Continuation heading, dated February 24, 1959, and appraises said premises at \$6,000.00.

No. 6.

No deeds.

No. 7.

No mortgages.

No finance statements or security liens.

No. 8.

No leases or mechanics liens.

No. 9.

No Federal tax, personal tax, bonding or recognizance liens.

No. 10.

No unemployment compensation liens.

No. 11.

No pending suits, living judgments or foreign executions.

No. 12.

The names of Harry L. Carrier and Grace L. Carrier do not appear on the Lunacy or the Epilepsy Record in the Probate Court Records in and for Stark County, Ohio.

No. 13.

TAXES:

HARRY L. & GRACE L. CARRIER      Sec. 32 PSW WPSW      .30 Acre

Land	\$ 1030.00
Bldg	4440.00
Total	\$ 5470.00

Dec., 1963, tax, \$76.03 - Paid Feb. 11, 1964.

No. 14.

ASSESSMENT

Broad Ave. Sewer Dist. No. 12      HARRY L. & GRACE L. CARRIER  
Sec. 32 SW 1/4      .30 acre

Permit #364      \$3.00

Current Assessment - \$3.00 - Paid Feb. 11, 1964.

No. 15.

The Treasurer's Duplicate shows no other special assessments.

\*

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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 the premises in question,  
since and including February 24, 1959, as shown by the General  
Indices in the several County Offices in and for Stark County, Ohio.

*Robert R. Slinger*  
\_\_\_\_\_  
Attorney and Abstractor

Canton, Ohio.  
March 5, 1964.  
8:30 A.M.

Plain Township Historical Society

THE  
SMITH  
TRUMP  
ABSTRACT  
&  
TITLE  
CO  
CANTON  
OHIO

CONTINUATION relating to the following described premises: Situated in the Township of Plain, County of Stark and State of Ohio and known as and being a part of the Southwest Quarter of Section No. 32, Township No. 11, Range No. 8, Stark County, Ohio, bounded and described as follows:- Beginning at an iron pin on the Section line of Section No. 32 at a point where the center of Broad Avenue Northwest crosses said south line of said Southwest Quarter; thence north in the center of Broad Avenue, Northwest extending a distance of 208.17 feet to a point; thence west and parallel to the south line of said Southwest Quarter of Section No. 32, a distance of 30 feet to the west line of Broad Avenue N.W., and the true place of beginning; thence west, and parallel to the south line of said Southwest Quarter of Section No. 32 a distance of 252.13 feet to a point; thence north and parallel to the west line of said Quarter Section a distance of 51.91 feet to a point; thence east and parallel to the south line of said Quarter Section a distance of 252.13 feet to the west line of Broad Avenue, N.W., extended; thence south on the west line of Broad Ave. N.W., 51.91 feet to the place of beginning.

Together with the right to use for driveway purposes a strip of land 4 feet wide by 125 feet measured from the west line of Broad Avenue, N.W., off the property immediately adjoining on the south, but subject however, to an easement for driveway purposes over a strip of land 4 feet wide by 125 feet deep measured from the west line of Broad Ave., N.W., off the south side of the property herein conveyed, it being the intention to form a driveway 8 feet in width to a depth of 125 feet measured from the west line of Broad Avenue, N.W., to be used for driveway purposes by the owners of land adjoining said driveway.

Since March 5, 1964, 8:30 A. M.

No. 17

Grace L. Carrier,  
Deceased,  
to  
Harry L. Carrier,  
Devisee.

Application for Transfer  
of Real Estate Devised  
Dated Feb. 17, 1964  
Rec. for rec. Apr. 2, 1964  
Vol. 3003, page 90

To the County Auditor, Stark County, Ohio

Now comes Harry L. Carrier and represents to the County Auditor that by the terms of the last Will and Testament of Grace L. Carrier, deceased, late of said County, which Will

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was duly admitted to probate on the \_\_\_\_\_ day of October A. D. 1963, and recorded in Vol. \_\_\_\_\_ page \_\_\_\_\_ of the Will Records of said Stark County, all the real estate belonging to said decedent was devised to him 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:

Known as and being the Undivided one-half of the following described premises: The premises described in the heading of this Abstract.

Said above two tracts are now more particularly described in the caption of this Continuation.

Your petitioner represents that all the provisions and conditions of said Will have been fully complied with upon the part of said devisee.

Wherefore he prays for the transfer of said real estate upon the tax duplicate to Harry L. Carrier's name.

Harry L. Carrier

The State of Ohio, Stark County:

Harry L. Carrier being first duly sworn says that the facts stated in the foregoing application are true as he verily believes.

Harry L. Carrier

Sworn to before me and subscribed in my presence, this 17 day of February, 1964.

Christian R. Wingerd

(seal)

Notary Public,  
State of Ohio

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. 19

No Mortgages since March 5, 1964, 8:30 A. M.

No. 20

No Leases since March 5, 1964, 8:30 A. M.

No. 21

NO MECHANIC'S LIENS

No. 22

NO OLD AGE PENSION LIENS

No. 23

NO FINANCING STATEMENTS OR SECURITY INTEREST LIENS

No. 24

Taxes due December 1967 instalment:  
Sec. 32 PSW WPSW .30 acre \$151.31 Paid

Taxes due June, 1968 instalment: \$151.31 Paid

Assessment: Nimishillen Sewer Dist. Div. #12  
Plain Tp. Permit 364,  
Annual Instalment of \$4.00 Paid.



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.

--o0o--

We hereby certify that the foregoing Continuation consisting of Sec. No. 16 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 the caption of this Continuation, since March 5, 1964, 8:30 A. M., as shown by the general indexes in the various County Offices in and for Stark County, Ohio.

Canton, Ohio,

The Smith-Trump Abstract & Title Co.

June 20th, 1968,

By Thomas H. Metzger  
president

8:00 A. M.

*See new deed -  
some changes have  
been made in  
description.*

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Plain Township Historical Society

SHORT-FORM CONTINUATION to the foregoing Abstract of Title, showing all changes affecting the title to a 0.33 acre tract of land in Plain Township, Stark County, Ohio, as the same is more specifically described in Section 27 of this Continuation to Abstract of Title, since and including June 20, 1968, at 8:00 A. M.

No. 27

Harry L. Carrier,  
an unmarried widower,  
to  
Alma E. Brodzenski

Warranty Deed  
Dated - June 28, 1968  
Rec. for rec. - June 28, 1968  
Volume 3322, Page 711

Attached hereto and made a part hereof, as if fully written herein, is the first page of the above deed showing premises conveyed together with leases, covenants and restrictions of record.

No. 28

Alma E. Brodzenski,  
and  
Herman J. Brodzenski,  
wife and husband,  
to  
First Federal Savings and  
Loan Association of Canton

Open-End Mortgage \$12,400.00  
Dated - June 28, 1968  
Rec. for rec. - June 28, 1968  
Volume 3334, Page 186  
Not Cancelled.

Mortgages premises referred to in preceding section, subject to same leases, covenants and restrictions of record.

\*\*\*\*\*

I HEREBY CERTIFY that I have collated the foregoing instruments from the records of Stark County, Ohio, as shown by the General Indexes found in the several County offices, and that the same are the only additional lien or change in title affecting the title to the premises abstracted, from and including June 20, 1968, at 8:00 A. M., to the date hereof.

Canton, Ohio  
June 29, 1968

  
JAMES E. RITCHIE  
Attorney at Law

That I, HARRY L. CARRIER, an unmarried widower

, the Grantor ,

who claims title by or through instruments , recorded in Volume 841 , Page 207 ,

1257 126

County Recorder's Office, for the consideration of

1253 543

One and other valuable consideration

3003 91

Dollars (\$1.00 o. v. c.)

received to my full satisfaction of

ALMA E. BRODZENSKI

the Grantee ,

whose TAX MAILING ADDRESS will be

7545 Middlebranch Road N. E. , Canton, Ohio 44721

do

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

Known as and being a part of the southwest quarter of Section No. 32, Township No. 11 (Plain), Range No. 8, Stark County, Ohio, bounded and described as follows:

Beginning at an iron pin in the section line of Section No. 32 at a point where the center of Broad Avenue N. W. , crosses said south line of said southwest quarter in said Township and County; thence north in the center of Broad Avenue N. W. , extending a distance of 208.17 feet to a point; thence west and parallel to the south line of said southwest quarter of Section No. 32, a distance of 30 feet to the west line of Broad Avenue N. W. , and the true place of beginning; thence west and parallel to the south line of said southwest quarter of Section No. 32, a distance of 252.13 feet to a point in the west line of said quarter section; thence north and with the west line of said quarter section, a distance of 51.91 feet to a point; thence east and parallel to the south line of said quarter section, a distance of 252.13 feet to the west line of Broad Avenue N. W. extended; thence south on the west line of Broad Avenue N. W. , extended 51.91 feet to the place of beginning, containing approximately 0.33 acres by deed.

Together with the right to use for driveway purposes a strip of land 4 feet wide by 125 feet deep measured from the west line of Broad Avenue N. W. , off the property immediately adjoining on the south; but subject, however, to an easement for driveway purposes over a strip of land 4 feet wide by 125 feet deep measured from the west line of Broad Avenue N. W. , off the south side of the property herein conveyed; it being the intention to form a driveway 8 feet in width to a depth of 125 feet measured from the west line of Broad Avenue N. W. , to be used for driveway purposes by the owners of land adjoining said driveway, their heirs, executors, administrators and assigns.

Subject to all leases, covenants and restrictions of record.

It is the intention of the Grantor herein to convey all the right, title and interest of the Grantees and transferee acquired by the deeds and certificate of transfer referred to above in this deed.

IN COMPLIANCE WITH ORC 319.202 JUN 28 1968 JOE YUDER, STARK COUNTY AUDITOR DEPUTY

Copy for file in Deed "Deed checked for tract description only" JUN 25 1968 J. M. A. SIURK

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