

W. E. Himebaugh

Abstract

of

The Title

of

Lot #4 in HOLLY HILLS ALLOTMENT

Plain Township Historical Society

W. E. HIMEBAUGH
ATTORNEY AT LAW
330 CLEVELAND AVE., S. W.
CANTON 2, OHIO

No. 2

All deeds, mortgages and other instruments in writing set forth in the following sections are properly executed unless otherwise noted therein, and all cancellations 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 Section No. 7, but when power only is released, it will appear as "husband" or "wife" only as at Section No. 26.

No. 3

James Madison, President
of the United States of
America

to

Conrad Speelman

PATENT
Dated October 10, 1815
Rec. Apr. 6, 1888
Vol. 240, page 7

Conveys the Northeast Quarter of Section #15, Township #11, Range #6, of the lands directed to be sold at Steubenville, Ohio, by Act of Congress.

No. 4

CONRAD SPEELMAN'S WILL

Dated Sept. 21, 1821
Authenticated copy
from Franklin County,
Pa., probated
August 28, 1838.
Will Rec. "B", page 185.
Stark County Probate
Court.

In the name of God, Amen.

I, Conrad Speelman of Antrim Township, Franklin County, Pa., being in health and of perfect and sound mind, memory and judgment, do make this my last will and testament in manner following that is to say, First of all, I allow all my just debts and funeral expenses to be paid out of my estate by my Executors hereinafter appointed.

ITEM: I give and bequeath to my son Conrad Speelman and his heirs and assigns the quarter section of land lying near Canton in the State of Ohio patented in the name of Charles Fout.

ITEM: I give and bequeath to my son George Speelman, his heirs and assigns the quarter section of land lying in Richland County in the State of Ohio patented in my own name as Assignee of Simon Eaker.

ITEM: I give and bequeath to my daughter Elisabeth the quarter section of land lying near Canton, in the State of Ohio, patented in my own name dated 10th October, 1815, and to her heirs and assigns together with her bed and bedding with the Burea lately made and the corner cupboard.

ITEM: I allow my sons, Conrad, George and Jacob to each have a bed and bedding.

ITEM: I allow all my personal property to be sold at public sale six months after my decease and my real property within six months after my decease to be appraised by disinterested persons and if any one or two of my sons chooses to take it at the appraisement, I allow them to have it and to pay the amount thereof in ten equal yearly payments and if not taken at the appraisement to be sold to the best advantage and my Executors to make a title to the purchaser or purchasers and the moneys arising from such sales to be paid to my children in manner hereinafter directed.

ITEM: I allow my son Valentine's son Conrad who was called for me the sum of \$200.00 to be paid to him when he shall arrive at age.

ITEM: I allow my son Valentine to have the sum of \$1.00 which is to be in full of my estate.

ITEM: I allow all the residue of my estate to be paid to my sons, Conrad, Jacob, George and my daughter Elisabeth in equal proportions as it may become due share and share alike.

And I do hereby appoint my son George Speelman and my friend, Major Henry Snively, Executors to this my last will and testament.

In Testimony whereof I have hereunto set my hand and seal this 21st day of September, 1821.

his
Conrad x Speelman
mark

Signed and sealed and declared to be his last will and testament in the presence of us:

Geo. Nigh
James Walker

We find no administration of the Estate of Conrad Speelman on record in the Stark County Probate Court.

We find no record of the marriage of Elisabeth Speelman to John Phillipy on record in the Stark County Probate Court.

See recital in Section No. 7.

No. 7

John Phillipy and
Elisabeth, wife

to

Warranty Deed \$850.00
Dated Apr. 6, 1834
Rec. Oct. 13, 1834
Vol. "L", page 394

George Wershler

Recites that Conrad Speelman made his last will and testament which will was recorded in Franklin County, in Book "D", page 122 &c and the said Conrad Speelman by his last will and testament did give and bequeath to his daughter Elisabeth (intermarried with one John Phillipy) and to her heirs and assigns forever the quarter section of land lying near Canton in the State of Ohio patented in the name of the said Conrad Speelman dated Oct. 10, 1815 as will more fully appear by reference to said patent and the said grantors do hereby grant, bargain and sell to said grantees the Northeast Quarter of Section #15, Township #11, Range #8, Stark County, Ohio.

NOTE: (a) Elisabeth Phillipy signed by mark.
(b) Grantors acknowledged before Andrew B. Rankin, Justice of the Peace in and for Franklin County, Pa.

No. 8

George Warshler

to

John Holtz

Warranty Deed \$1.00
Dated Aug. 31, 1837
Rec. Sept. 2, 1837
Vol. "S", page 175

Conveys part of the Northeast Quarter of Section #15, Township #11, Range #8, beginning at the northeast corner of said quarter; thence south 160 perches to the southeast corner of said quarter to a post; thence west 45 perches to a post; thence north 160 perches to a post; thence east 45 perches to the place of beginning containing 45 acres, reference being had to the said George Warshler's deed recorded in the Recorder's Office in Stark County in Deed Book "L", pages 395 and 396, will more fully and at large appear.

NOTE: Deed does not recite marital status of Grantor.

No. 9

Thomas Jefferson, President
of the United States of
America

to

Henry Wershler

PATENT
Dated Oct. 8, 1805
No filing or recording
date.
Vol. "B", page 62

Conveys lot or Section #14, Township #11, Range #8 of the lands directed to be sold at Steubenville, Ohio, by Act of Congress.

Henry Wesheler,
to
George Wesheler.

Warranty Deed \$5.00
Dated Aug. 21, 1811
No filing or recording
date.
Vol. "B", page 94.

Conveys the west half of lot or Section #14, Township #11, Range #8, which lot or section was confirmed unto the said Henry Wesheler by Patent from the United States signed by Thomas Jefferson, President thereof and bearing date the 8th day of October, A.D. 1805.

NOTE: (a) Grantor signs, "Heinrich Warsheler" in German Script.
(b) Deed does not recite marital status of Grantor.

George Warshler
to
John Holtz

Warranty Deed \$1.00
Dated Aug. 31, 1837
Rec. Sept. 2, 1837
Vol. "B", page 173

Conveys part of the Northwest Quarter of Section #14, Township #11, Range #8, beginning at the northwest corner of said quarter and running thence east 54 perches to the corner of Samuel Warshler's land; thence south 160 perches to a post; thence west 54 perches to a post; thence north 160 perches to the place of beginning containing 54 acres, more or less, reference being had to the said George Warshler's deed as recorded in the Recorder's Office in Stark County in deed book "B", page 94 will more fully and at large appear.

NOTE: Deed does not recite marital status of grantor.

We find no Will, administration of any Estate, or record of the death of John Holtz in the Stark County Probate Court.

We are informed by Almina P. Martin, daughter of Michael J. Holtz, and grand-daughter of said John Holtz and one of the owners of said premises herein abstracted, that said John Holtz died sometime in the year 1864, leaving Michael J. Holtz, George Holtz, Sarah Clever, Mary Lamberson and Elizabeth Grogg, his children and next of kin, and that Mary Holtz, his wife, had died a number of years before said John died.

John Holtz was married to Lawrence Lamberson on Sept. 12, 1839. Marriage Rec. "B", page 97, Stark County Probate Court.

Elizabeth Holtz was married to Daniel Grogg on Sept. 18, 1842. Marriage Rec. "B", page 174, Stark County Probate Court.

Sally Holtz was married to Simon Clever on March 9, 1843. Marriage Rec. "B", page 183, Stark County Probate Court.

Mary Lamberson,
Daniel Grogg and
Elisabeth, wife,
(said Mary Lamberson
and Elisabeth Grogg
being heirs at law of
John Holtz, deceased),

Warranty Deed \$3564.00
Dated June 1, 1877
Rec. Apr. 17, 1880
Vol. 168, page 265

to

Michael J. Holtz

Conveys the undivided 2/5 of the following described premises situate in Plain Township, Stark County, Ohio, part of the Northwest Quarter of Section #14, Township #11, Range #8, beginning at the northwest corner of said quarter and section; thence east 54 perches to Samuel Warshtler's land; thence south 160 perches to a post on the south line of said quarter; thence west 54 perches to the southwest corner of said quarter; thence north 160 perches to the place of beginning containing 54 acres.

Also part of the Northeast Quarter of Section #15, Township and Range aforesaid and adjoining the above described tract, bounded as follows: Beginning at the northeast corner of said quarter; thence south 160 perches to the southeast corner of said quarter; thence west 45 perches to a post; thence north 160 perches to the north line of said quarter; thence east 45 perches to the place of beginning containing 45 acres more or less.

NOTE: Deed does not recite marital status of Mary Lamberson.

No. 18

George Holtz,
Sarah Clever,

Quit-Claim Deed \$3564.00
Dated Nov. 13, 1877
Ack'd Nov. 13 & Dec. 5, 1877.
Rec. Apr. 17, 1880
Vol. 168, page 266.

to

Michael J. Holtz

Quit claims all right, title, interest and estate, as heirs of the heirs of the estate of John Holtz, late of Stark County, Ohio, deceased, of, in and to the premises described in Section 17,

NOTE: (a) Deed does not recite marital status of grantors.

(b) R. A. Bair, only witness to signature of Sarah Clever, acknowledged before W. T. Tanklin, Notary Public in and for Jefferson County, Indiana.

No. 19

George Warsheiler

Warranty Deed \$1.00
Dated Oct. 28, 1828
Rec. Jan. 2, 1829
Vol. "H", page 70

to

Samuel Warsheiler

Conveys a part of the Northwest Quarter of Section #14, Township #11, Range #8, beginning at the northeast corner of said quarter and running thence south 149 perches to a post; thence west 106 perches to a post; thence north 149 perches to a post; thence east 160 perches to the place of beginning containing 98.71 acres, more or less, be reference being had to said George's deed as recorded in the recorder's office in Stark County in Deed Book "B", page 94 will more fully and at large appear.

- NOTE: (a) Grantor signs, "George x (his mark) Wersheler" and is acknowledged as "George Wersheler".
 (b) Deed does not recite marital status of grantor.

No. 20

We find no Will, administration of any estate or record of the death of Samuel Warsheler or Warstler in the Stark County Probate Court.

No. 21

Mary Warstler was married to Abraham Kandle on May 21, 1850 Marriage Rec. "B", page 354, Stark County Probate Court.

No. 22

Susan Warstler was married to William Kandle on Oct. 20, 1852. Marriage Rec. "C", page 39, Stark County Probate Court.

No. 23

Elizabeth Warstler was married to Jacob Prough on Oct. 5, 1856. Marriage Rec. "C", page 176, Stark County Probate Court.

No. 24

Agreement between the Heirs and Widow of Samuel Warstler, deceased

Dated Jan. 14, 1880
Rec. Jan. 31, 1880
Lease Rec. 3, page 58

Articles of Agreement entered into this 14th day of January, 1880 by and between William Warstler, Mary Kandle and Abraham Kandle, her husband, Susan Kandle and William Kandle, her husband, Elizabeth Prough and Jacob Prough, her husband, and Elizabeth Warstler, widow of Samuel Warstler, deceased, the above being the heirs at law of the estate of Samuel Warstler, late of Plain Township, Stark County, Ohio, deceased.

Witnesseth, that in consideration and from the fact that said Samuel Warstler, deceased, died seized and the owner of about 101 acres of land in said Plain Township, being the east part of the North-west Quarter of Section 7th of Range #6 of said Township, Ill.

And the said William Warstler, Mary Kandle, Susan Kandle, Elizabeth Prough, being the children of said Samuel Warstler, deceased, and said Elizabeth Warstler, being the widow of said Samuel Warstler, deceased. The said children together with the widow and also Abraham Kandle, William Kandle and Jacob Prough, hereby agree that when said real estate belonging to said Samuel Warstler, now deceased, is sold that the proceeds of said sale be equally divided into five equal parts or shares. That is to say, the said William Warstler is to have 1/5, the said Mary Kandle 1/5, the said Susan Kandle 1/5, the said Elizabeth Prough 1/5 and said Elizabeth Warstler (the widow) 1/5. It being understood and a part of this contract that each party receive their money arising from the sale of said premises proportionately as fast as the same is paid.

It is also a part of this contract that all of the parties interested in the above estate shall use their influence to sell said premises on or before Apr. 1, 1880 in such a manner and upon such terms that will be satisfactory to all concerned. And the parties or heirs in the above estate are not expected or required to sign a deed or quit claim their interest to the purchaser in case the premises can be sold unless they are all satisfied with the terms, price and conditions of said proposed sale.

Witness:
H. B. Goldsmith

Mary Kandle
Abraham Kandle
her
Susan x Kandle
mark
William Kandle
William warstler
her
Elizabeth x Warstler
mark
Elisabeth Prough
Jacob Prough

No. 25

Elizabeth Warstler,
widow of Samuel
Warstler, deceased,
Susan Kandle and
William, husband,
Mary Kandle and
Abraham, husband,
Elizabeth Prough and
Jacob, husband,

to

William Warstler.

Quit-Claim Deed \$8800.00
Dated Mar. 1, 1880
Ack'd Mar. 1 & 6, 1880
Rec. Apr. 1, 1880
Vol. 167, page 197

Quit-claims all right and title in and to part of the Northwest Quarter of Section #14, Township #11, Range #8, beginning at the northeast corner of said quarter and running thence south 149 perches to a post; thence west 106 perches to a post; thence north 149 perches to a post; thence east 106 perches to the place of beginning, containing 98.71 acres, more or less.

Also a part of the Northeast Quarter corner of said Section #14, Township #11, Range #8, beginning for the same at a stone at the northwest corner of said quarter and running thence south 60 perches and 12 links to a post in the corner of State Road; thence north 11 degrees east 40 perches and 9½ links to a post; thence north 4 degrees east 12½ perches to a post; thence west 10 perches to the place of beginning, containing 1.92 acres, more or less.

The two above described tracts containing 100.63 acres, more or less.

No. 26

William Warstler
and wife,

to

Michael J. Holtz

Warranty Deed \$2900.00
Dated Apr. 15, 1880
Rec. Apr. 17, 1880
Vol. 166, page 267

Conveys part of the Northwest Quarter of Section #14, Township #11, Range #8, beginning for the same at a post on the quarter line 18.49½ chains west from the northeast corner of said quarter; thence west with said quarter line 8.08 chains to a post; thence south parallel with the west line of said quarter 37.25 chains to a post; thence east parallel with the south line of said quarter 8.08 chains to a post; thence north parallel with the west line of said quarter 37.25 chains to the place of beginning containing 30 acres more or less.

GEORGE WARSHLER'S WILL

Dated Feb. 22, 1838
 Probated Apr. 16, 1838
 Will Rec. "B", page 173
 Stark County Probate
 Court.

Plain Township February the 22nd A.D. 1838.

1. It is my will that my funeral expenses and all my just debts be fully paid.
2. I give and devise to my daughter, Elizabeth, intermarried with Daniel Swasegood, and theare heirs and assigns, the sum of \$700.00.
3. I give and devise to my daughter, Sarah, intermarried with Charles Keplinger, and theare heirs and assigns, the sum of \$700.00.
4. I give and bequeath to my beloved wife, Mary Warshler, in lieu of her dower, the plantation on which we now reside in Plain Township, Stark County, Ohio, containing about 160 acres, during her natural life, and all the live stock, horses, cattle, sheep, hogs, money, notes, bonds by me now owned and kept thereon. Also, all the household furniture and other items not particularly named and otherwise disposed of in this will during her natural life as aforesaid; she, however, first given to my executors a sufficiency thereof to pay my just debts and the above stated sums bequeathed to my two daughters as aforesaid and that at the death of my said wife all the property hereby devised or bequeathed to her as aforesaid or so much thereof as may then remain unexpended shall be sold by my Executors at public sale and the money arising of said sale shall be divided betwixt my seven children, to-wit: John Warshler, Solomon Warshler, Samuel Warshler, Jonathan Warshler, Mary Holtz, Elizabeth Swasegood and Sarah Keplinger or their heirs or assigns, share alike by my Executors and my said Executors shall have the power to give a good title for the real estate when sold at said sale.

And lastly, I hereby constitute and appoint my said son, Jonathan Warshler and my son-in-law, John Holtz, to be the Executors of this my last will and testament, revoking and annulling all former wills by me made and ratifying and confirming this and no other to be my last will and testament.

In testimony whereof I have hereunto set my hand and seal the day and date first within written.

his
 George x Warshler (seal)
 mark

Signed, published and declared by the above named George Warshler as and for his last will and testament in presence of us who at his request have signed as witnesses to the same.

1. ----- Warshler
2. Peter Loutzenheiser.

No. 28

GEORGE WARSHLER'S ESTATE

1838 Apr. 16, Letters granted to
Jon'n Warshler and John
 Holtz.
 " " 28 Bond in \$8000.00 filed.
 " " " Letters testamentary
 issued.
 1864 Apr. 25, John Holtz resigned.
 " " " Additional bond ordered
 in \$1000.00.
 " " " Bond filed.
 " July 1, Inventory and sale list
 filed.

No. 28(cont.)

1.67 Sept. 28, Filed final account.
Admr. Doc. "B", page 14.
Stark County Probate Court.

No. 29

We find no Will nor the administration of any estate of Mary Warshler, widow of George Warshler, on record in the Stark County Probate Court showing when her life estate in said premises terminated.

No. 30

Jonathan Warshtler, Executor
of the Last Will and Testament
of George Warshtler, deceased,

Executor's Deed \$11,558.70
Dated Sept. 5, 1864
Rec. Sept. 22, 1864
Vol. 85 page 356

to

Jacob E. Essig

Recites that said conveyance is made under authority granted in the Will of said George Warshtler, deceased, and conveys the Southwest quarter of Section #14, Township #11, Range #8, except one (1) acre out of the southeast corner of said quarter section containing 160.96 acres.

Also a part of the Northwest quarter of Section #14, Township #11, Range #8, beginning in the same at the southeast corner of said quarter section; thence north 2.41 chains to a post; thence west 26.50 chains to a post; thence south 2.88 chains to the south line of said quarter; thence east along said quarter line to the place of beginning containing 7.02 acres which was the property of the said George Warshtler.

No. 31

Jacob E. Essig
and wife,

Warranty Deed \$700.00
Dated April 1, 1867
Rec. Oct. 5, 1867
Vol. 98, page 215.

to

John A. Bair

Conveys the 7.02 acre tract last described in Section #30.

No. 32

John A. Bair
and wife,

Warranty Deed \$855.00
Dated Jan. 17, 1874
Rec. Jan. 26, 1874
Vol. 128, page 151

to

Joseph Spangler

Conveys the 7.02 acre tract last described in Section #30.

Joseph Spangler
and wife,

to

Michael J. Holtz

Warranty Deed \$800.00
Dated Mar. 30, 1888
Rec. April 14, 1888
Vol. 240, page 175.

Conveys the 7.02 acre tract last described in section #30.

No. 34

On April 8, 1881, Michael J. Holtz and wife conveyed to William Warstler the following described part of the Northwest Quarter of Section #14, Township #11, Range #8, bounded and described as follows: Commencing at the end of the two following courses and distances north $86\frac{1}{4}$ degrees west 18.49 $\frac{1}{2}$ chains from the northeast corner of said quarter; thence south $3\frac{1}{2}$ degrees west 1.60 chains to a post and place of beginning; thence south $3\frac{1}{2}$ degrees west 5.85 chains to a post; thence north $86\frac{1}{4}$ degrees west 2.17 chains to a post; thence north $23\frac{3}{4}$ degrees east and with the line of the Connotton Valley Railway 6.24 chains to the place of beginning containing 0.85 acres.

Vol. 174, page 403, Stark County Recorder's Office.

No. 35

On Aug. 2, 1882, Michael Holtz and Emma, his wife, conveyed to The Connotton Valley Railway Co. a strip through the land of the grantors lying in ----- quarter of Section -- in Plain Township, Stark County, Ohio, being the land on which the grantors now reside, containing 80 acres, said strip of land to be 25 feet on each side of the center line of said Railway and the same is now located through said land, from a point on the south side of said land 353 feet from the southwest corner thereof to a point on the east side of said land about 50 feet from the northeast corner thereof, and running through said land as follows, to-wit: Beginning in the middle of the highway between the lands of the grantors and those of Jacob Essig; thence north 36 degrees 35' east 327 feet; thence moving to the left on a radius of 2865 feet a distance of 590 feet; thence north 24 degrees 47' east a distance of 1990 feet to the line between the grantors' lands and those of William Warstler, said courses and distances being those of said center line, the west line of said strip extending to the north line of the grantors' lands.

Said grantors to make, within the time fixed by law, and forever maintain a good and lawful fence on both sides of said right of way, and it agrees to make without delay, a farm crossing with cattle guards across the second pair of rails in the track north of the line of fence extending eastwardly from the grantors' barn, with slopes to the company's fence.

Vol. 261, page 500, Stark County Recorder's Office.

No. 36

MICHAEL J. HOLTZ'S WILL.

Dated Dec. 18, 1898
Codicil dated Feb. 20, 1900
Probated June 24, 1901
Will Rec. "R", page 283.
Stark County Probate Court.

1. I direct that all my just debts be paid.
2. I give to my wife, Emily Folsom Holtz, in lieu of her dower all my real estate during her natural life or so long as she shall remain my widow, subject to this charge. That my said wife

shall support and care for my daughter Frances M. Holtz, and I give full power and right to my wife to sell and convey by good and sufficient deed any part of all of my real estate lying west of The Cleveland and Canton Railroad and to use the proceeds thereof for the support of herself and my said daughter, Frances M. Holtz, and she may if she deem it best give part of such proceeds to any of our children as they may need it.

3. Upon the death of my wife, or her marriage, I give and devise that part of my real estate lying east of The Cleveland and Canton Railroad, containing about 35 acres and situate in Plain Township, Stark County, Ohio, to my said daughter, Frances M. Holtz to her and her heirs forever. Any real estate not so devised by my wife under the power heretofore given her, during her life or while she remains my widow and lying west of The Cleveland and Canton Railroad, as heretofore stated I give and devise as follows: To my said daughter, Frances M. Holtz and to my daughter Almina Martin each one undivided third part thereof and to the children of my daughter Elesta A. Spangler the other undivided third part thereof.

In the event the lands last mentioned or part thereof have been sold by my wife under the power herein given her any proceeds thereof remaining at her death or marriage shall be divided as follows: To my daughters Frances M. Holtz and Almina Martin each 1/3 thereof and to the children of my daughter Elesta A. Spangler 1/3 thereof.

4. I give all my personal property of every description to my said wife Emily Folsom Holtz.

I hereby nominate and appoint my said wife executrix of this my last will and direct that she shall not be required to give bond and that an inventory and appraisal of my estate be dispensed with as provided by statute.

In testimony whereof I hereunto set my hand and seal to this my last will and testament this 18th day of December 1898.

Michael J. Holtz (seal)

Signed by Michael J. Holtz as his last will in our presence and by us as witnesses in his presence, at his request the day above written.

Irvin A. Brumbaugh
Adam A. Cocklin

Codicil:

I give and bequeath to my daughter Almina Martin the sum of \$500.00 to be paid her by my executrix out of my personal estate.

I further give and devise to my daughter Elesta A. Spangler the interest and estate which in Item 4 of my foregoing Will is devised to the children of my said daughter, she however to account and be charged with the sum of \$1574.00 heretofore advanced by me to her.

In testimony whereof I hereunto set my hand this 20th of February A.D. 1900.

Michael J. Holtz.

Signed by Michael J. Holtz in our presence and by us in his presence.

C. L. V. Harple
C. L. Essig

No. 37.

Application to probate the Will of said Michael J. Holtz, deceased, recites that he died on June 10, 1901, leaving Emily H. Holtz, his widow, and the following persons all of his next of kin resident in the State of Ohio:

Elesta A. Spangler	Daughter	Canton, Ohio
Frances M. Holtz	"	" "
Almina P. Martin	"	" "

Application made by Emily H. Holtz.
Will Rec. "R", page 284, Stark County Probate Court.

No. 38.

Acknowledgement of service of notice of application to probate the will and codicil thereto of said Michael J. Holtz, deceased, by Emily H. Holtz, Elesta A. Spangler, Frances M. Holtz and Almina P. Martin.

Will Rec. "R", page 285, Stark County Probate Court.

No. 39.

Michael J. Holtz's Estate,
Plain Township

	#620	
	1901 June 21	Will probated.
"	" "	Application filed.
"	" "	Emily H. Holtz, Excrx.
"	" "	Bond waived by Will.
"	" "	Letters issued.
"	" "	Widow in open Court
		elects to take under
		Will.
"	July 30,	Proof of publication
		filed.
1904	Oct. 31,	Final account filed.
1938	Oct. 17,	Application for certifi-
		cate of transfer of real
		estate filed.
"	" "	Transfer ordered.
"	" "	Certificate issued.
		Court Costs Paid.
		Admr. Doc. "J", page 198.
		Stark County Probate Court.

No. 40.

The final account filed in the estate of said Michael J. Holtz, deceased, shows payment of said sum of \$500.00 devised to Almina P. Martin in the will hereinbefore noted in Section 36.

No. 41.

On June 24, 1901, Emily H. Holtz, widow of Michael J. Holtz, deceased, elected to take under the Will of her deceased husband. Journal 31, page 564, Stark County Probate Court.

No. 42.

On Aug. 6, 1906, Emily Holtz granted to The East Ohio Gas Co., its successors or assigns, the right of way to lay, maintain,

operate and remove a pipe line for the transportation of gas and erect, maintain and operate a telegraph or telephone line to be located along said line if the same shall be found necessary on, over and through my lands situate in sections #14 and #15, Plain Township, Stark County, Ohio, bounded and described as follows: on the north by lands of Henry M. Firestone; on the east by lands of William Washler; on the south by lands of Curtis Essig and Stuart Bixler; on the west by lands of Simon Essig, with ingress and egress to and from the same.

Vol. 477, page 342, Stark County Recorder's Office.

No. 43.

We find no will, nor the administration of any estate of Emily Holtz, widow of Michael J. Holtz, on record in the Stark County Probate Court, showing when her life estate in said premises terminated.

No. 44.

Michael J. Holtz,
Deceased,
to
Frances M. Holtz,
Devisee.

Application for Transfer
of Real Estate Devised.
Filed Nov. 12, 1929
No. for Rec. Nov. 12, 1929
Vol. 1031, page 431

To the County Auditor, Stark County, Ohio:

Now comes Almina P. Martin and represents to the County Auditor that by the terms of the last will and Testament of Michael J. Holtz, deceased, late of said County, which Will was duly admitted to probate on the 14th day of June A. D. 1901, and recorded in Vol. "R", page 283 of the Will records of said Stark County, certain real estate belonging to said decedent was devised to Frances M. Holtz, now deceased, 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: Being and that part of the Northwest quarter of Section 14, Plain Township, Stark County, Ohio, which Michael J. Holtz owned at the time of his death lying and situated east of the right of way of The Wheeling & Lake Erie Railroad Company, containing about 35 acres.

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

wherefore she prays for the transfer of said real estate upon the tax duplicate to Frances M. Holtz name.

Elesta A. Spangler
Almina P. Martin

THE STATE OF OHIO)
STARK COUNTY)

Almina P. Martin, being first duly sworn says that the facts stated in the foregoing application are true as she verily believes.

Almins P. Martin

Sworn to before me and subscribed in my presence this
12th day of November 1929.

Chas. Seeman (seal)
Notary Public in and for
Stark County, Ohio

No. 45.

We find no Will of Frances M. Holtz on record in the Stark County Probate Court.

No. 46.

Frances M. Holtz's Estate,
Plain Township.

1929 Feb. 19, Application for letters filed.
" " " Almina P. Martin, Admrx.
1929 Feb. 19, Bond \$3000.00.
" " " Bond filed and approved.
" " " Letters issued.
" Mar. 19, Inventory and appraisement filed.
" " 20, Proof of publication filed.
" June 19, Statement issued to County Auditor.
1930 Feb. 20, First partial account filed.
1932 Mar. 10, Second partial account filed.
1938 Oct. 17, Third and final account.
" Dec. 3, Account approved.
INHERITANCE TAX
-- -- Petition to determine Inheritance Tax filed.
1939 Feb. 25, Waiver from Tax Commission filed.
" " 21, Hearing had. Estate found as follows:
Gross \$13,024.89; Personal \$1,024.89;
Real Estate \$11,200.00; Debts \$1,038.15; Net \$11,986.74. Notices and copies ordered.
1932 Mar. 14, Acknowledgement of receipt of \$323.77 from auditor of State filed.
1932 Mar. 14, Acknowledgement of receipt of \$323.77 from auditor of State filed.
Court Costs Paid.
Admr. Doc. "W", page 44.
Stark County Probate Court.

No. 47.

Application for letters of administration on the estate of Frances M. Holtz, deceased, recites that she died on or about Dec. 15, 1928, leaving no widower and the following persons her only next of kin:

Elestia A. Spangler Sister St. Petersburg, Florida
Almina P. Martin Sister R.D. #2, Canton, Ohio

Appl. Bonds & Letters of Adm. Rec. 30, page 454, Stark County Probate Court.

Frances M. Holtz, Deceased,
to
Elesta A. Spangler,
and Almina P. Martin,
Heirs at law.

Affidavit for Transfer and
Record of Real Estate In-
herited.
Dated Nov. 12, 1929
Rec. for Rec. Nov. 12, 1929
Vol. 1031, page 431

THE STATE OF OHIO)
STARK COUNTY)

Almina P. Martin, being first duly sworn, says she is heir at law of Frances M. Holtz, deceased; that on the 15th day of December 1928, the said Frances M. Holtz died intestate, residing in Plain Township, R.D., leaving the persons herein designated, all her heirs at law and next of kin, with their age, address, relationship and portion inherited by them in the real estate hereinafter described:

NAME	AGE	ADDRESS	RELATIONSHIP	PORTION INHERITED
Elesta A. Spangler	Full	Canton, Ohio	sister	one-half
Almina P. Martin	Full	" "	" "	" "

That on the 19th day of Feb'y, 1929 Almina P. Martin was duly appointed Administrator of her estate by the Probate Court of Stark County, Ohio.

That said Frances M. Holtz, at the time of her decease was seized of the following described real estate: Being all that part of the northwest quarter of Section 14 in Plain Township, Stark County, Ohio, which Michael J. Holtz owned at the time of his death lying and situate east of the right of way of The Wheeling & Lake Erie Railroad Company containing about 35 acres.

Almina P. Martin

Sworn to and subscribed before me and in my presence this 12th day of November, 1929.

Chas. Seeman (seal)
Notary Public in and for Stark
County, Ohio

Elesta A. Spangler,
a widow, and
Jennie May Painter
and husband,
said Elesta A. Spangler
and Almina P. Martin are
the only sisters and next
of kin of Frances M. Holtz,
deceased, and the said
Jennie May Painter is the
daughter of Elesta A.
Spangler,
to
Almina P. Martin.

Warranty Deed \$1.00
Dated Nov. 12, 1929
Ack'd Nov. 12 & 16, 1929
Rec. for Rec. Dec. 2, 1929
Vol. 1032, page 87

Conveys an undivided one-half interest in and to all that part of the Northwest Quarter of Section 14 in Plain Township, Stark County, Ohio, which Michael J. Holtz owned at the time of his death, lying and situate east of the right of way of The Wheeling & Lake Erie Railroad Company, containing 35 acres, more or less.

On October 26, 1932, Almira P. Martin and Wm. H. Martin granted to Chas. Rigler, his heirs, successors or assigns, the sole and exclusive right of way to lay, maintain, operate, relocate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products derived therefrom and or similar thereto, over our lands, and highways abutting thereon, situate in Plain Township Stark County, Ohio, bounded and described as follows:

on the North by lands of Wheeling & Lake Erie Railroad--Chas. Warstler.

on the East by lands of Chas. Warstler and Public Highway.

On the South by lands of Public Highway.

on the West by lands of Wheeling & Lake Erie Railroad, with ingress and egress to and from the same.

Vol. 1060, page 275, Stark County Recorder's Office.

On December 19, 1933, Almira P. Martin granted to The East Ohio Gas Company, its successors or assigns, the right of way to lay, maintain, operate, relocate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products derived therefrom and/or similar thereto, if the same shall be found necessary on, over and through my lands, situate in Plain Township, Stark County, Ohio, bounded and described as follows:

On the North by lands of Chas. Warstler

On the East by lands of Chas. Warstler

On the South by lands of Public Highway

on the West by lands of Wheel & Lake Erie R.R.

with ingress and egress to and from the same.

Vol. 1102, page 593, Stark County Recorder's Office.

On June 25, 1937, Almira P. Martin granted to The Standard Oil Company, an Ohio Corporation, its successors and assigns, the right to lay, maintain, operate, repair, replace and remove a pipe line, and all necessary fixtures, equipment and appurtenances thereto, over, through and across the following described lands, situate in Plain Township, Stark County, Ohio, and bounded and described as follows:

On the North by the lands of Chas. Warsler

on the East by the lands of Chas. Warsler

On the West by the lands of A. & L. E. Ry.

On the South by the lands of C. and L. Hoover

Being 28 acres, more or less, S. and E. of the Wheeling & Lake Erie Ry. in the W. 1/2 of N.W. 1/4 of Sec. 14, Tp. 11 N., R. 8 together with the right of ingress and egress to and from the same, such right-of-way to be along such route as may be selected by the grantee.

Line to be laid parallel to and not more than 6 ft. from Ry. right of way.

Vol. 1183, page 541, Stark County Recorder's Office.

On March 1, 1936, Almira P. Martin, a widow, conveyed to Harvey E. Wirth and Josephine Wirth the following described part of the Northwest Quarter of Section #14, Township #11, Range #8, and is described as follows: Beginning at an iron pin at the southeast corner of said quarter section; thence north $83^{\circ} 35'$ west along the south line of said quarter section a distance of 765 feet to a pipe at the true

place of beginning of the tract hereby described; thence continuing north $83^{\circ} 35'$ west along the south line of said quarter section a distance of 565 feet to a pipe; thence north $6^{\circ} 50'$ east and parallel to the east line of said quarter section a distance of 453.7 feet to a pipe; thence south $83^{\circ} 35'$ east and parallel to the south line of said quarter section a distance of 109.3 feet to a pipe on the west line of Charles Warstler's land, the deed of which is recorded in Vol. 541, page 404; Stark County Deed Records; thence south $6^{\circ} 50'$ west and along the west line of said Warstler tract a distance of 272.7 feet to a pipe at the southwest corner of said Warstler tract; thence south $82^{\circ} 53'$ east along the south line of said Warstler tract a distance of 455.7 feet to a pipe; thence south $6^{\circ} 50'$ west a distance of 175 feet to the true place of beginning and containing 3 acres of land.

Vol. 1207, page 561, Stark County Recorder's Office.

No. 54.

On July 1, 1938, Almina P. Martin, a widow, conveyed to John A. Block and Nellie S. Block, the following described part of the Northwest Quarter of Section 14, Township 11, Range 9 and is described as follows: Beginning at an iron pin at the southeast corner of said quarter section; thence north $83^{\circ} 35'$ west along the south line of said quarter section 640 feet to the true place of beginning of the tract hereby conveyed; thence continuing north $83^{\circ} 35'$ west along the south line of said quarter section 125 feet to an iron pin; thence north $6^{\circ} 50'$ east 175 feet to an iron pin; thence south $82^{\circ} 53'$ east 125 feet; thence south $6^{\circ} 50'$ west 173.7 feet to the true place of beginning and containing 0.50 acre of land.

Vol. 1216, page 92, Stark County Recorder's Office.

No. 55.

Michael J. Holtz, deceased
to

Almina P. Martin,
Frances M. Holtz,
Almeta A. Spangler

Certificate for Transfer
of Real Estate
Dated Oct. 17, 1938
Rec. for Rec. Oct. 17, 1938
Vol. 1230, page 65

To the Recorder of Stark County, greetings:

I hereby certify that the records of this Court show that Michael J. Holtz died testate on June 10th, 1901; that the last will and testament of said decedent was filed for probate and record in the Probate Court of Stark County, Ohio, on June 14, 1901 and admitted to probate on June 24th, 1901, and is recorded in Vol. R 283 of Stark County, Ohio, will records, that on June 24th, 1901, Emily H. Holtz was appointed by this Court, Executrix of his estate; that said estate has been fully administered under Number 6204 and a memorandum record of said estate can be found in Admr. Docket No. J, page 198, of the Records of the Probate Court of Stark County, Ohio; that said decedent died seized of the following described parcels of real estate in your County:

First Tract: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Northwest Quarter of Section No. 14, consisting of 83.92 acres of land, more or less, of which 35 acres, more or less, is located east of the right-of-way of the Wheeling and Lake Erie Railroad Company and 48.92 acres of land, more or less, is located west of said right-of-way of the Wheeling and Lake Erie Railroad Company.

NOTE: Under said decedent's will, said 35 acres was devised to Emily Folsom Holtz, his widow, during her natural life or so long as she remained said decedent's widow, with power to sell; and upon said widow's death or remarriage, said 35 acre tract was to pass to

decendent's daughter, Frances M. Holtz, in fee simple. Said Emily Folsom Holtz died on January 25, 1911, without remarrying and without having sold any of said 35 acre tract so that said 35 acre tract descended to said Frances M. Holtz, which Frances M. Holtz died intestate on December 15, 1928 and by application for Transfer of Real Estate Devised dated November 12, 1929 and recorded in Volume 1031, page 431 of Stark County, Ohio, Deed records said 35 acre tract has heretofore been transferred on the records of this county out of the name of Michael J. Holtz into the name of Frances M. Holtz, and subsequently deeded into the name of Almina P. Martin (who is the present owner thereof) by Affidavit for Transfer dated November 12, 1929, recorded in Volume 1031, page 431 and by warranty Deed dated November 12, 1929, recorded in Vol. 1032, page 87 of Stark County, Ohio, Deed Records.

Therefore, of this First Tract there remains in the name of Michael J. Holtz on the Stark County Records only 48.92 Acres, more or less, to be transferred and this 48.92 acre tract comprises all of the land in said Section No. 14 now standing in said decedent's name located west of the right-of-way of the Wheeling and Lake Erie Railroad Company.

Whenever said 48.92 acre tract, more or less, will be sold hereafter, a more complete, accurate and detailed description will be made thereof by a survey of the premises by a competent Civil Engineer.

Second Tract: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Northeast Quarter of Section No. 15, Township No. 11 and Range No. 8 described as follows: Beginning at the northeast corner of said quarter section; thence south 160 perches along the east line thereof to the southeast corner of said quarter section; thence west along the south line of said quarter section 45 perches to a post; thence north and parallel with the east line of said quarter section 160 perches to a point in the north line of said quarter section; thence east along the north line of said quarter section 45 perches to the place of beginning, containing 45 acres of land, more or less.

That the persons inheriting said real estate are as follows:

Almina P. Martin, Adult, R.D. 3, Canton, Ohio, Daughter, 1/3
Frances M. Holtz, Adult, R.D. 3, Canton, Ohio, Daughter, 1/3
(Died intestate December 15, 1928)

Elesta A. Spangler, Adult, 801 1/2th St. N.W., Canton, Ohio, Daughter, 1/3

NOTE: Under the Codicil of Michael J. Holtz's will dated February 20, 1900, said Elesta A. Spangler was devised and bequeathed a one-third interest in said premises in lieu of her children to whom said interest was devised in Item Third of Michael J. Holtz's will dated December 18, 1898; in said Codicil, however, said Third Item is erroneously referred to as "Item 4", whereas, a reading of said whole will and Codicil clearly indicated "Item 4" should have read "Item 3", the mistake no doubt being that of the party who prepared the Codicil.

NOTE: Under the terms of said Michael J. Holtz's Will, his widow, Emily Folsom Holtz, also known as Emily H. Holtz, received the life use of said real estate for so long as she remained said decedent's widow, with power to sell. Said widow died on January 25, 1911, without remarrying and without having sold any of said above described real estate.

It appearing to the satisfaction of this 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 names of the persons above set forth, and that this Certificate be recorded by the Recorder of Stark County, in the Deed records of said County.

In Witness Whereof, I have hereunto set my hand and the seal of said Court, this 17th day of October, A.D. 1938.

J. J. McCall (seal)
Probate Judge.

Frances M. Holtz, Deceased
 to
 Almina P. Martin
 Elesta A. Spangler,
 Heirs at law

Affidavit for Transfer and
 Record of Real Estate In-
 herited
 Dated Oct. 15, 1938
 Rec. for Rec. Oct. 17, 1938
 Vol. 1230, page 66

The State of Ohio, Stark County.

Almina P. Martin being first duly sworn, says she is heir at law of Frances M. Holtz, deceased; that on the 15th day of December, 1928, the said Frances M. Holtz died intestate, residing in Plain Township, Stark County, Ohio, leaving the persons herein designated as her heirs at law and next of kin:

Almina P. Martin	Adult	R.D. Canton, Ohio	Sister	1/2
Elesta A. Spangler	Adult	801 12th St. N.W. Canton, Ohio	Sister	1/2

That on the 19th day of February, 1929, Almina P. Martin was duly appointed Administratrix of her estate by the Probate Court of Stark County and all the debts of said estate have been paid and said estate is about to be closed, a record of which appears in adm. Doc. W, Page 44, No. 21400.

That said Frances M. Holtz, at the time of her decease was seized of the following described real estate which has heretofore not been transferred or conveyed out of her name, or from her estate:

An undivided one-third interest in and to the following described premises: First Tract: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Northwest quarter of Section No. 14, being all of the land owned by one Michael J. Holtz at the time of his death, which was and is situated west of the right-of-way of the Wheeling and Lake Erie Railroad Company, and which tract contains 48.92 acres, more or less.

NOTE: Whenever said 48.92 acre tract, more or less, will be sold hereafter, a more complete, accurate and detailed description will be made thereof by a survey of said tract by a competent Civil Engineer.

Second Tract: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being part of the Northeast Quarter of Section No. 15, Township No. 11 and Range No. 8 described as follows: Beginning at the northeast corner of said quarter section; thence south 160 perches along the east line thereof to the southeast corner of said quarter section; thence west along the south line of said quarter section 45 perches to a post; thence north and parallel with the east line of said quarter section 160 perches to a point in the north line of said quarter section; thence east along the north line of said quarter section 45 perches to the place of beginning containing 45 acres of land, more or less.

Almina P. Martin

Sworn to and subscribed before me and in my presence this 15th day of October, 1938.

Lester H. Hossler (seal)
 Notary Public
 Stark County, Ohio

On October 26, 1932, Almina P. Martin and William H., her husband, and Elesta A. Spangler, a widow, granted to Chas. Rigler, his heirs, successors or assigns, the sole and exclusive right of way to lay, maintain, operate, re-locate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products de-

rived therefrom and/or similar thereto, over our lands and highways abutting thereon situate in Plain Township, Stark County, Ohio, and described as follows: on the north by lands of Public Highway; on the east by lands of Wheeling & Lake Erie Railroad; on the south by lands of Public Highway; on the west by lands of Ira and Grace Smith, with ingress and egress to and from the same.

There are no other privileges granted in this instrument but to lay pipe lines on the highways nor of record. All pipe lines to laid on the highways.

Misc. Rec. 1080, page 271, Stark County Recorder's Office.

No. 58.

On Dec. 19, 1933, Almina P. Martin, administratrix of the M. J. Holtz and Frances M. Holtz estate granted to The East Ohio Gas Company, its successors or assigns, the right of way to lay, maintain, operate, re-locate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products derived therefrom and/or similar thereto, if the same shall be found necessary on, over and through our lands, situate in Plain Township, Stark County, Ohio, and bounded and described as follows: on the north by lands of Public Highway; on the east by lands of Wheeling & Lake Erie; on the south by lands of Public Highway; on the west by lands of Ira and Grace Smith with ingress and egress to and from the same.

Misc. Rec. 1102, page 549, Stark County Recorder's Office.

NOTE: First party signs, "Almina P. Martin, Admx. of Frances M. Holtz" and is so acknowledged.

No. 59.

On July 20, 1938, Almina P. Martin granted to The East Ohio Gas Company, its successors or assigns, the right of way to lay, maintain, operate, re-locate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products derived therefrom and/or similar thereto, if the same shall be found necessary on, over and through her lands, situate in Plain Township, Stark County, State of Ohio, bounded and described as follows: on the north by lands of Public Highway; on the east by lands of Wheeling & Lake Erie R.R.; on the south by lands of Public Highway; on the west by lands of Ira Smith with ingress and egress to and from the same.

Misc. Rec. 1112, page 212, Stark County Recorder's Office.

No. 60.

On May 7, 1941, Almina P. Martin, widow, and Elesta A. Spangler, widow, by Jennie M. Painter, her attorney in fact, granted to The Ohio Power Company, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees and tenants to construct, erect, operate and maintain lines of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out or widened, abutting the following described lands situated in Plain Township, in the County of Stark in the State of Ohio, and part of Sections #14 and #15, Township #11 N. and Range #8 W. and bounded:

On the north by the North line of sections 14 and 15.

On the east by the lands of Chas. Warstler, Almina Martin.

On the south by lands of C. & L. Hoover - Ed. & Edna

Richard.

On the west by the lands of Ira & Grace Smith.

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

Misc. Rec. 1237, page 474, Stark Co. Recorder's Office.

No. 61

ELESTA A. SPANGLER'S WILL

Dated Nov. 22, 1935
 Probated Sept. 30, 1941
 Will Rec. 83, page 374
 Stark County Probate Court

IN THE NAME OF THE BENEVOLENT FATHER OF ALL, I, ELESTA A. SPANGLER, of the City of Canton, Stark County, Ohio, being of sound and disposing mind and memory, do make, publish and declare this instrument to be my Last Will and Testament, hereby revoking any and all Wills heretofore made by me.

ITEM ONE: It is my will that all of my just debts and funeral expenses be paid by my Executrix or Executor as soon after my decease as is practicable.

ITEM TWO: I do hereby devise and bequeath all of my property, both real and personal and wheresoever situated, to my daughter, Jennie Mae Painter to be hers absolutely.

ITEM THREE: Should my said daughter not survive me, or should we both be killed in an accident, or should she die within thirty days of the date of my decease, then and in any such event, Item Two of this will shall be void and of no effect and all of my property, both real and personal and wheresoever situated, after the payment of my debts and funeral expenses, is hereby devised and bequeathed as follows:

(A) I will and devise to my sister, Almina P. Martin, whose address is R.F.D. #3, Canton, Ohio, all my interest in the Michael J. Holtz Farm located near Middlebranch in Plain Township, Stark County, Ohio. I direct my Executor to pay the following bequests:

- (1) To The Simpson M. C. Church of Canton, Ohio, the sum of Ten Thousand Dollars (\$10,000.00).
- (2) To the Young Women's Christian Association of Canton, Ohio, the sum of Ten Thousand Dollars (\$10,000.00).
- (3) To my sister, Almina P. Martin, the sum of Ten Thousand Dollars (\$10,000.00).
- (4) To Mrs. Hugo Gebhart, Canton, Ohio, the sum of Two Thousand Dollars (\$2,000.00).
- (5) To Mrs. Charles Uebelhart of Canton, Ohio, the sum of Two Thousand Dollars (\$2,000.00).
- (6) To Miss Hazel Sheaffer of Canton, Ohio, the sum of Two Thousand Dollars (\$2,000.00).

(C) I instruct my Executor to convert the entire balance of my estate into cash and to dispose of the same as follows:

- 1/14 to Edith Teton of Akron, Ohio;
- 1/14 to William Spangler of the State of Texas;
- 1/14 to Robert Spangler of Middlebranch, Ohio;
- 1/14 to Robert Troxel of Canton, Ohio;
- 1/14 to Lucy McCraffery of Palestine, Texas;
- 1/14 to Florence Ray of Canton, Ohio;
- 1/14 to George Spangler of Palestine, Texas;
- 1/14 to Ruth Day of the State of Montana;
- 1/14 to Charles Troxel of Minneapolis, Minnesota;
- 1/14 to Helen Conrad of North Canton, Ohio;
- 1/14 to Lillie James of Kalamazoo, Michigan;
- 1/14 to Clarence Spangler of Sandusky, Ohio;
- 1/14 to Lizzie Oliver of Three Rivers, Michigan; and
- 1/14 to be divided equally among the four children of Ed. Spangler, deceased, of Kalamazoo, Michigan.

(D) In the event any of the persons named in this Item Three of my will should predecease me, or should die prior to receiving the full amount of the devise or bequest set forth herein, then the same, or the balance thereof remaining, is hereby devised and bequeathed to the heirs at law of such deceased person, as determined under the laws of the State of Ohio then in effect.

ITEM FOUR: I do hereby nominate and appoint my said daughter, Jennie Mae Painter, or in the event of her decease, Mr. Herbert W. Hoover of North Canton, Ohio, as Executrix or Executor of this, my Last Will and Testament, and I do hereby authorize said Executrix or Executor to sell, at either public or private sale, and upon such terms and conditions as she or he deems best, any or all of my real or personal property, and power is hereby given her or him to execute, acknowledge and deliver all necessary deeds or other instruments of writing therefor. It is my further desire that my said daughter be not required to give bond as such Executrix.

IN WITNESS WHEREOF I have hereunto set my hand to this my Last Will and Testament at the City of Canton, Ohio, this 22nd day of November, 1935.

Elesta A. Spangler

The foregoing instrument was signed by the said Elesta A. Spangler in our presence and by her published and declared as and for her Last Will and Testament and at her request and in her presence and in the presence of each other, we hereunto subscribe our names as witnesses.

Homer E. Black
Donald K. Merwin

No. 62

Application to probate the will of Elesta A. Spangler, deceased, recites that she died on Sept. 23, 1921, leaving no widower and the following person all of her next of kin, to-wit:

Jennie Mae Painter, daughter, Canton, Ohio.
Application made by Jennie Mae Painter.
Will Rec. 63, page 373, Stark County Probate Court.

No. 63

ELESTA A. SPANGLER'S ESTATE

No widower.

- #35154
- 1941 Sept. 29, Application to probate will filed.
- " " " Will admitted to probate and record
- " Oct. 2, Application for letters filed.
- " " " Jennie Mae Painter, Executrix.
- " " " Bond \$5000.00 filed and approved.
- " " " Letters issued.
- " " 30, Proof of publication filed.
- " Nov. 3, Inventory, appraisement and waiver filed.
- " " 7, Inventory and appraisement approved.
- 1942 Sept. 9, Proof of publication approved.
- 1944 July 29, First and final and distributive account filed.

Plain Township Historical Society

1944 Sept. 13, account approved.
 1945 Oct. 29, application for
 Certificate of Transfer
 of real estate filed.
 " " " Real estate ordered
 transferred.
 " " " Certificate issued.
 INHERITANCE TAX
 1942 Mar. 10, Petition to determine
 Inheritance Tax filed.
 " " 30, Estate found subject to
 Tax. Gross \$25,598.16;
 Personal \$119,143.16; Total \$6,455.00;
 Depts \$3,819.55; Net \$21,778.61.
 Tax \$2,368.36. Waivers and notice
 ordered.
 1942 Mar. 31, Waiver of Department of
 Taxation filed.
 " Apr. 13, Acknowledgment of re-
 ceipt for \$2,249.94
 Inheritance Tax from
 Auditor of State filed.
 " June 21 Federal Estate Tax in
 amount of \$15,423.86
 paid. COURT COSTS PAID.
 Admr. Doc. 34, page 321
 Stark County Probate
 Court

Elesta A. Spangler, deceased,
 to
 Jennie Mae Painter

Application for Transfer of
 Real Estate Devised.
 Dated Ack'd February 11, 1954
 Rec. February 11, 1954 at
 4:27 o'clock P.M.
 Vol. 2211, page 384
 Serial No. 280003

This application was executed by said Jennie Mae Painter,
 and was sworn to before Lester H. Hessler, a Notary Public for the State
 of Ohio, and transferred into said Jennie Mae Painter's name the title
 to said 103.32 acres of land which she conveyed by Quit-Claim Deed to
 said Almina P. Martin as set forth in Section No. 65 following herein,
 and said application contains the following note.

NOTE: 1) Said decedent, Elesta A. Spangler acquired her title to said
 premises under a Certificate for Transfer of Real Estate, dated
 October 17, 1938, recorded in Volume 1230, page 65; and an Affidavit
 for Transfer and Record of Real Estate Inherited, dated October 15, 1938
 and recorded in Vol. 1230, page 66, of said County Deed Records.

2) The above description of said two tracts comprising 103.32
 acres are the same, identical premises as were conveyed by a Quit-
 Claim Deed from said Jennie Mae Painter, a widow, to Almina P. Martin,
 her aunt, under date of May 24, 1944, and as recorded in Vol. 1447,
 page 528 of said County Deed Records.

3) On October 29, 1945, a Certificate for Transfer of Real
 Estate was duly issued by the Probate Court of Stark County, Ohio,
 in said Elesta A. Spangler's Estate, but both the Application therefor
 as well as said Certificate included only premises other than said
 103.32 acre tract, although said 103.32 acre tract was listed as con-
 stituting part of the real estate belonging to said decedent, and as
 set forth in the Inventory and Appraisement filed on November 7, 1941,
 in said estate.

Evidently, said 103.32 acre tract was purposely omitted from both said application and Certificate in 1945 because prior thereto in 1944 said Quit-Claim Deed had been executed by said Jennie Mae Painter, so that at that time in 1945 she retained title only to the premises as were included in said application and Certificate ---- and it is for the above reasons this application for Transfer is now being executed and filed so as to better show a "Chain of Title" to said 103.32 acres of land.

No. 65

Jennie Mae Painter, a widow, and only child and next of kin of Elesta A. Spangler (who died on September 23, 1941, leaving no widower) and who inherited all the real and personal property of my said mother under her will dated November 22, 1935, admitted to probate and record September 30, 1941, and recorded in will Record 83, page 374, of Stark County, Ohio, will Records,

Quit-Claim Deed \$10.00
Dated May 24, 1944
Rec. May 29, 1944
Vol. 1447 Page 528

to

Almina P. Martin

Quit-Claims all right and title in and to part of the Northwest Quarter of Section 14 and part of the northeast quarter of Section 15, Township 11, Range 8 and more particularly described as follows: Beginning at a stone at the northwest corner of said Section 14; thence south 83 degrees 11' east along the north line of said section a distance of 145.98 feet to an iron pin on the west right of way line of The Wheeling & Lake Erie Railroad Company; thence south 26 degrees 41' west along said right of way line a distance of 1945.61 feet to a point of curve; thence southwestwardly along said right of way line on the arc of a curve to the right with a radius of 2839.93 feet a distance of 588.18 feet to the point of tangent of said curve; thence south 38 degrees 33' west along said right of way line a distance of 348.05 feet to an iron pin on the south line of said northwest quarter of Section 14; thence north 83 degrees 28' west along the south line of said northwest quarter section a distance of 329 feet to a stone at the southwest corner of said northwest quarter section; thence north 83 degrees 35' west along the south line of the northeast quarter of Section 15 a distance of 742.5 feet to an iron pin; thence north 6 degrees 16' east and parallel to the east line of said Section 15, a distance of 2673.64 feet to an iron pin on the north line of said section #15; thence south 83 degrees 11' east along the north line of said section 15 a distance of 742.5 feet to the place of beginning and containing 103.32 acres of land, of which 45.53 acres are in Section 15 and 57.79 acres are in section 14.

ALMINA P. MARTIN'S WILL

Dated Sept. 14, 1943
 Probated Dec. 19, 1944
 Will Rec. 91, page 350
 Stark County Probate Court

I, ALMINA P. MARTIN, of the City of Canton, County of Stark and State of Ohio, being of full age and of sound mind and memory, do make, publish and declare this to be my Last Will and Testament, hereby revoking all wills by me heretofore made.

ITEM I. I direct that all my just debts and funeral expenses to be paid out of my estate as soon as practicable after my decease.

ITEM II. Within two years after my death I direct my Executors hereinafter named to pay to the Henry Cemetery Trustees the sum of Five Hundred (\$500.00) dollars to be used by said Trustees for the care and upkeep of my grave and the Holtz, Martin and Sortius plots.

ITEM III. I give and devise to my son, Charles C. Martin, during his natural life, my two and one quarter acre property located in the southeast quarter of Section #26, Plain Township, Stark County, Ohio, this being the property deeded to me by my late husband as recorded in Vol. 1181, page 301 of the county records. After his death I give and devise all of said real estate to his children, William Henry Martin, Kenneth Carl Martin and Almina Emily Martin Hoffman, in equal shares, absolutely and in fee simple.

ITEM IV. I give and devise to my daughter, Endora H. Martin Anderson, during her natural life, my two and one-half acre property known as my residence located at the intersection of Schneider and Middlebranch Roads. After her death I give and devise all of said real estate to her children, William Anderson, Ruth Anderson and Audrey Jean Anderson, in equal shares, absolutely and in fee simple.

ITEM V. In case any of the legatees or devisees hereinbefore named shall institute or prosecute any action to contest or set aside this, my will, the legacy or devise hereinbefore given to such person or persons shall be thereby forfeited and annulled and it shall be as if such person or persons had pre-deceased me.

ITEM VI. All the rest, residue and remainder of my property, real and personal, of every kind and description, wheresoever situate, which I may own or have the right to dispose of at the time of my decease, I give, bequeath and devise as follows: The one-half portion thereof to my son, Charles C. Martin, during his natural life. After his death I give and devise all of said property to his children hereinabove named in equal shares, absolutely and in fee simple; and the one-half portion thereof to my daughter, Endora H. Anderson, all of said property to her children hereinabove named in equal shares, absolutely and in fee simple.

ITEM VII. I make, nominate and appoint my children, Charles C. Martin and Endora H. Martin Anderson to be the executors of this, my last will and testament, hereby authorizing and empowering my said executors to compound, compromise, settle and adjust all claims and demands in favor of or against my estate; and to sell, at private or public sale, at such prices, and upon such terms of credit or otherwise, as they may deem best, the whole or any part of my real or personal property, and to execute, acknowledge and deliver deeds and other proper instruments of conveyance thereof to the purchaser or purchasers.

I request that the Probate Court fix a minimum bond and that this be the only bond required of my executors. I suggest that my executors secure the services of my attorney, Sherwood Lake, who is familiar with my affairs.

IN WITNESS WHEREOF, I have hereunto set my hand at Canton, Ohio, this 14th day of September, One Thousand Nine Hundred and Forty-three.

Almina P. Martin

Signed by the said Almina P. Martin, and by her acknowledged to be her Last Will and Testament, before us, and in our presence, and by her subscribed as attesting witnesses, in her presence, and at her request, and in the presence of each other, this 14th day of September, One Thousand Nine Hundred and Forty-three.

Orrin W. Moore residing at 1385 Market Ave. W., Canton, Ohio
 Myra B. Moore residing at 1385 Market Ave. W., Canton, Ohio

No. 67

Application to probate the Will of said Almina P. Martin, deceased, recites that she died on December 7, 1944, leaving no widower and the following persons all of her next of kin, to-wit:

Charles C. Martin	Adult Son	Canton, Ohio
Eudora H. Martin Anderson	Adult Daughter	Canton, Ohio

Application made by Charles C. Martin
 Will Rec. 91, page 349, Stark County Probate Court.

No. 68

Waiver of notice of Application to Probate the will of said Almina P. Martin, deceased, and consent to the probate of the same by Charles C. Martin and Eudora H. Martin Anderson.

Will Rec. 91, page 349, Stark County Probate Court.

No. 69

ALMINA P. MARTIN'S ESTATE
 Canton, Ohio.
 No widower.

#39394	1944 Dec. 15,	Application to probate will and waiver filed.
" "	19,	will admitted to probate and record.
1945 Aug. 22,	Application for letters filed.	
" " "	Charles C. Martin and Eudora H. Anderson, Executors.	
" " "	Bond \$1000.00 filed and approved.	
" " "	Letters issued.	
" Sept. 12,	Proof of publication filed.	
1946 May 8,	Inventory, appraisement and waiver filed.	
" June 1,	Notice by publication ordered.	
" " 11,	Proof of publication approved.	
" " 20,	Inventory and appraisement approved and confirmed.	
" Oct. 5,	Schedule of debts filed,	
1947 Apr. 17,	Application for instruction filed.	

Plain Township Historical Society

- 1947 Apr. 17, Hearing had. Instruction given.
- " Nov. 10, Application for instructions filed.
- " " " Court grants authority to pay life tenants their interest as computed above and make distribution to the remainderman of the balance.
- 1948 Apr. 28, First account filed.
- " May 5, Notice by publication ordered.
- " June 7, Account approved.
- 1949 June 16, Application for instructions filed.
- " " " Journal entry instructing Executors as to matters of distribution.
- " Oct. 13, Application for certificate of transfer of real estate filed.
- " " " Real estate ordered transferred.
- " " " Certificate issued.
- 1950 June 12, Application for removal of Executors filed.
- " " " Hearing set for Aug. 22 at 9:30 A.M. and notice according to law.
- " July 15, Second and partial account filed.
- " " 17, Affidavit of service and proof of same filed.
- " " " Motion filed asking Items 1, 2, 3 & 4 be stricken from Motion.
- " Aug. 10, Notice by publication ordered.
- " " 22, Hearing on motion to strike. Court sustains said motion as to Item #1 and overrules same as to Items 2, 3 & 4, with exceptions being noted in favor of Motioner.
- " " " Hearing had. Cause continued for 60 days; executors ordered to close estate and file account or be removed if same is not done.
- " Dec. 14, Court orders Eudora H. Greenmyer and Charles C. Martin be removed as Executors and account is ordered within 20 days and assets ordered surrendered to successor fiduciary as appointed by Court.

Plain Township Historical Society

No. 69(cont.)

1951 Jan. 15, Third and final account filed.
" Feb. 7, Notice by publication ordered.
" Mar. 8, Account approved.
INHERITANCE TAX
1946 Nov. 15, Petition to determine Inheritance Tax filed.
" Dec. 3, Estate found subject to tax as follows:
Gross \$39,814.53;
Personalty \$7,144.53;
Real Estate \$32,700.00;
Debts \$3,241.26;
Net Estate \$36,603.27.
Tax \$100.22. Waivers and Notices ordered.
" " 10, Waiver from Department of Taxation filed.
" " 24, Acknowledgment receipt of \$174.76 Inheritance Tax from Auditor of State filed.
Admr. Doc. 38, page 41.
" 40, page 624.
Stark County Probate Court.

No. 70

ALMINA P. MARTIN'S ESTATE
No Spouse
Canton, Ohio

48269
1951 Jan. 18, Application for letters filed.
" " Lester H. Hessler, Administrator de bonis non with the will annexed.
" " Bond of \$6000.00 filed and approved.
" " Letters issued.
" Feb. 13, Proof of publication filed.
1953 July 9, Inventory filed.
" Oct. 23, First and Partial Account filed.
" Nov. 3, Hearing set for Dec. 4, 1953 at 10:00 A.M. and Notice by Publication ordered.
" Dec. 4, Hearing had. Account approved. Costs paid.
Admr. Doc. 45, page 289
Stark County Probate Court.

No. 71

The Third and Final Account filed in the Estate of said Almina P. Martin, deceased, on January 15, 1951, shows payment of the sum of \$500.00 to the Henry Cemetery Trustees as devised in ITEM II of her said Will.

Admin. Rec. 132, page 434, Stark County Probate Court.

IN THE MATTER OF WILLIAM HENRY MARTIN,
BANKRUPT.

- 5/19/48 - Petition and schedules filed.
- 5/19/48 - Adjudicated.
- 6/17/48 - First Meeting of Creditors.
- 12/17/48 - Last day for filing claims.
- 6/5/54 - 100% paid to creditors who filed within 6 months.
Extension given. No other claims filed.
- 12/17/54 - Discharge granted.

No. 73

Eudora H. Anderson was married to Walter J. Greenamyre on August 24, 1947.
Marriage Rec. 59, page 153, Stark County Probate Court.

No. 74

On July 22, 1948, Estate of William H. Martin, by Eudora Martin Greenamyre and Charles C. Martin, Executors, granted to the Board of County Commissioners of Stark County, a perpetual easement and right of way for public highway and road purposes, in, upon and over a 45.53 and 57.79 acre tract of land situated in the northeast and northwest quarter of Sections 15 and 14, Township 11 (Plain), Range 8, Stark County, Ohio, and described and recorded in Volume 1447, page 528 of the Deed Records of Stark County, Ohio.

Being a strip of land of varying width in addition to the legal width of 30 feet from the center line on the south side of the North Canton-maximo Road (C-98).

The width of the strip of additional right of way is as follows:

At station 132	5 feet
133	4 feet
At station 134	2 feet
135	2 "
At station 136	13 feet
137	32 "
At station 138	11 feet
140	1 "
At station 142	5 feet
143	20 "
144	28 "
145	40 "
146	17 "

As shown on plans for the improvement of said road now on file in the office of the Stark County Engineer.

This easement is granted to provide necessary additional width to construct bank slopes as required, namely, 3 horizontal to 1 vertical where cuts and fills are less than 5 feet, and 2 horizontal to 1 vertical where cuts or fills are more than 5 feet.

Vol. 1720, page 357, Stark County Recorder's Office.

We find no record of the marriage of Ruth Anderson to Ray Unkefer in the Stark County Probate Court. I am reliably informed that Ruth Anderson was married to Ray L. Unkefer on February 28, 1947, at Greenup, Kentucky by Rev. D. L. Allen under marriage license issued to them by the Clerk of Greenup County, Kentucky.

Charles C. Martin

-vs-

Dessie Marie Martin

DIVORCE

1945 June 15, Petition & Praecipe filed.

" " " Summons and copy of petition issued.

" " 21, Summons returned.

" Aug. 24, Affidavit as to Military Service filed.

" " " Decree for plaintiff. Separation agreement approved.

Not record.

Domestic Relations Doc. 28, page 16420
Stark County Clerk's Office

This is an action in which plaintiff prays that he be granted a divorce from the defendant; that the defendant be barred of any claim to any property of this plaintiff, and that the plaintiff may be granted his costs herein expended; and any further relief to which he may be entitled in the premises.

Personal service by the Sheriff of Stark County, Ohio, on Dessie Marie Martin, the defendant.

Military service affidavit recites that on August 19, 1945, said defendant was in the home of the plaintiff and was not in uniform, and that said defendant is not in the military service of the United States.

JOURNAL ENTRY:

This case having come on for hearing, the defendant having been personally served with summons and a copy of the petition herein and being in default for answer or demurrer, the Court finds the allegations of the petition to be true.

The Court also finds that the plaintiff, at the time of filing his petition, had been a resident of the State of Ohio for more than one year immediately preceding the filing of the same, that the plaintiff had been a bona fide resident of Stark County for more than thirty days immediately preceding said filing, and that the parties hereto were married as in said petition set forth.

The Court further finds, from the evidence adduced, that the defendant has been guilty of gross neglect and extreme cruelty and that, by reason thereof, plaintiff is entitled to an absolute divorce, as prayed for. It is, therefore, ordered, adjudged and decreed by this Court that the marriage contract heretofore existing between the plaintiff and defendant be, and the same hereby is, dissolved and both parties are released from the obligations of the same.

The Court further finds that on the 23rd day of July, 1945, the parties hereto entered into a Separation Agreement; that at the time thereof, both parties were represented by their counsel; that said Agreement is fair, just and equitable and by reason thereof said Separation Agreement is hereby approved and confirmed by this Court and is made a part of the judgment of this court, a copy of said Separation Agreement being as follows:

"SEPARATION AGREEMENT"

"THIS AGREEMENT made and entered into this 23rd day of July, 1945, at Canton, Ohio, by and between Charles C. Martin, of Canton, Ohio, herein designated as first party, and DESSIE MARIE MARTIN, of Canton, Ohio, herein designated as second party, WITNESSETH:

WHEREAS, the parties hereto were married on the 27th day of June, 1942, at Wellsburg, W. Va., and, whereas, differences have arisen between the parties hereto by reason whereof they have now separated; and whereas, it is mutually desired that arrangements be made between the parties hereto respecting their claims upon each other by virtue of their marital relationship, and for a division of their property;

NOW, THEREFORE, the parties hereto agree as follows:

1. The second party shall have as and for her own, the following property located at the residence of the parties hereto - R.D. No. 3, Canton, Ohio:

- 1 Studio couch,
- 1 Sewing machine,
- 1 End table,
- 1 Bed spread,
- 1 Cook book,
- One-half of the pillow cases,
- One-half of the table cloth,
- All pictures,
- All crochet needles, and embroidery work,
- 1 Washing machine,
- 1 Wash Bowl pitcher,
- Fishing Tackle,
- One-half of the towels,
- 1 Sewing box,
- 1 Overnight case,
- 1 Dresser set,
- Several What-nots,
- Personal cloths.

2. Second party agrees that she will make no claim for temporary support nor for attorney's fees in the action now pending in the Court of Common Pleas, Stark County, Ohio, Division of Domestic Relations, being Cause No. D.R. 16420, wherein the first party has sued the second party for a divorce.

3. All other property of the parties hereto, including all chattels, furniture and equipment in or about the home of the first party shall belong to and become the sole property of the first party, it being expressly agreed and understood that the foregoing provisions for the second party are in full settlement of all claims on her part for alimony and division of the property of the parties hereto, and in full settlement of all claims which the second party has or may have as a result of the marital relation between the parties.

4. In consideration of the foregoing, second party hereby released and discharges the first party from all claims and demands whatsoever for support, care and maintenance; and the second party hereby accepts the aforesaid provisions for her in full of all claims of dower, year's support, right to remain in the mansion house, distributive or intestate share of the first party's estate, claims for property or money in lieu thereof not to be administered as part of the first party's estate, and for all other claims, demands, rights, interests and allowances whatsoever, in and to the property now owned or hereafter acquired, by the first party, all of which claims and demands she hereby releases and discharges.

5. In consideration of the foregoing, first party hereby releases and discharges the second party from all claims and demands whatsoever for support, care and maintenance; and the first party hereby accepts the aforesaid provisions for him in full of all claims of dower, year's support, right to remain in the mansion house, distributive or intestate share of the second party's estate, claims for property or money in lieu thereof not to be administered as part of the second party's estate, and for all other claims, demands, rights, interests and allowances whatsoever, in and to the property now owned or hereafter acquired, by the second party, all of which claims and demands he hereby releases and discharges.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicates hereof, the day and year first above written.

Signed and acknowledged (signed) CHARLES C. MARTIN
 in presence of: FIRST PARTY
 DESSIE MARIE MARTIN
 SECOND PARTY

E. M. KRAMER
 WARREN G. SMITH

STATE OF OHIO)
) SS:
 STARK COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named CHARLES C. MARTIN and DESSIE MARIE MARTIN, who acknowledged that they did sign the foregoing AGREEMENT, and that the same is their free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal, at Canton, Ohio, this 3rd day of July, 1945.

E. M. KRAMER
 Notary Public"

No. 77.

Charles C. Martin, Kenneth C. Martin, Almina E. Hoffman, William H. Martin, vs. William Anderson, Ruth Anderson Unkefer, Audrey Jean Anderson, and Ludora H. Anderson Greenanmyer	LAW 1950 Apr. 15, Petition & Praeipce filed. " " " Summons issued. " " " answer May 13, 1950. " " 19, Summons returned. " May 3, answer of Ludora H. Anderson Greenanmyer filed. " " 12, Reply filed. 1954 Feb. 10, Court Costs \$14.85 paid. " " 13, Settled and dismissed. App. Doc. 202, page 90686. Stark County Clerk's Office.
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PETITION:

Plaintiffs for their cause of action against the defendants above named say that on the 7th day of Dec., 1944, Almina P. Martin, being then a resident of the City of Canton, County of Stark and state of Ohio, departed this life; having on the 14th day of September, 1943, executed her last Will and Testament, which was duly admitted to probate and record by the Probate Court of Stark County, Ohio on the 19th day of December, 1944 and thereafter recorded in Will

Record 91, Page 349; that on August 22, 1945, the plaintiff herein, Charles C. Martin, and the defendant, Eudora H. Anderson (now Greenamyer) were by said Court duly appointed and qualified as the Executors of said last Will and Testament, and as such Executors have proceeded with the payment of the debts of said decedent, and that all debts have been paid, save and except the costs of administration and that there still remains in their hands a substantial amount of money for the payment of court costs and costs of administration; that the will of said Almina P. Martin recited as follows: as set forth in Sec. No. 65 hereof.

Plaintiffs say that Almina P. Martin died the owner in fee simple of certain real estate as set forth in the inventory and appraisal of said estate; that a portion of said real estate has been sold by the Executors of her last Will and Testament, but that there remains unsold and undisposed of the following real estate, to-wit:

TRACT I: Part of the northeast quarter of Section No. 34, Township No. 11, and Range No. 8, beginning in the center of Harrisburg Road N.E., and the north line of Section No. 34; thence south $18^{\circ} 11'$ west 192.46 feet to a point; thence north $85^{\circ} 12'$ west 150.00 feet to a point and the true place of beginning; thence south $18^{\circ} 11' 50$ feet to a point; thence south $85^{\circ} 12'$ east 150 feet to the center of Harrisburg Road; thence south $18^{\circ} 11'$ west 49.00 feet to a point; thence north $85^{\circ} 43' 30''$ west 200.46 feet to a point; thence north $18^{\circ} 11'$ east 102.30 feet to a point; thence westwardly on and along south line of a private drive to the place of beginning.

TRACT II: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being a part of the northwest quarter of Section No. 14, and a part of the northeast quarter of Section No. 15, Township No. 11 (Plain) and Range No. 8 and more particularly described as follows: Beginning at a stone at the northwest corner of said Section No. 14, thence south $83^{\circ} 11'$ feet east along the north line of said section a distance of 1452.90 feet to an iron pin on the west right of way of The Wheeling & Lake Erie Railroad Company; thence south 262.01 feet west along the said right of way line a distance of 1945.63 feet to a point of curve; thence southwestwardly along said right of way line on the arc of a curve to the right with a radius of 2839.93 feet a distance of 588.18 feet to the point of tangent of said curve; thence south $36^{\circ} 33'$ feet west along said right of way line a distance of 348.05 feet to an iron pin on the south line of said northwest quarter of Section 14; thence north $83^{\circ} 28'$ feet west along the south line of said northwest quarter section a distance of 329.0 feet to a stone at the southwest corner of said northwest quarter section, thence north $83^{\circ} 35'$ feet west along the south line of the northeast quarter of section #15 a distance of 742.5 feet to an iron pin; thence north $6^{\circ} 18'$ feet east and parallel to the east line of said Section #15 a distance of 2673.64 feet to an iron pin on the north line of said Section #15; thence south $83^{\circ} 11'$ feet east along the north line of said section #15 a distance of 742.5 feet to the place of beginning and containing 103.32 acres of land, of which 45.53 acres are in section #15 and 57.79 acres are in Section #14. (This description and computation of acreage furnished by Wilbur H. Holl, C. E., June 29, 1943.)

TRACT III: Part of the Northwest Quarter of Section 14, Township 11, Range 8, beginning at a point in the center of Schneider Road 388.00 feet east of the southwest corner of said northeast quarter and on the East right of way line of the W. & L.E. R.R.; thence south $83^{\circ} 35'$ east in the center of Schneider Road 947.50 feet to a gas pipe on the west line of H. & J. Wirth's 3.00 acre tract; thence north $6^{\circ} 50'$ east 453.70 feet to a point; thence south $83^{\circ} 35'$ east 109.30 feet to a point; thence north $6^{\circ} 50'$ east 1689.50 feet to the southeast corner of a 063/100 acre tract; thence north $83^{\circ} 11'$ west 143.22 feet to the east right of way line of the W. & L.E. R.R.; thence south $26^{\circ} 41'$ west and 25 feet east of the center line of said railroad 1425.21 feet to a point 25 feet east of the point of curve of a $2^{\circ} 00'$ curve to right; thence southwesterly and 25 feet east of said 2° curve 595.16

feet to a point of tangent of said 2° 00' curve; thence south 38° 33' west 312.39 feet on said east right of way line to beginning, containing 26.17 acres more or less.

Plaintiffs say that Charles C. Martin is a life tenant and that Kenneth C. Martin, Almina E. Hoffman and William H. Martin are all and the only children of Charles C. Martin and entitled to the fee simple title of the real estate devised by their grandmother; that the defendant, Audora H. Anderson Greenamyer was the life tenant and the defendants, William H. Anderson, Ruth Anderson Unkefer and Audrey Jean Anderson are all and the only children of said Audora H. Anderson Greenamyer and entitled to the fee simple title in that portion of the estate devised to them by their grandmother, Almina P. Martin.

Plaintiff says that no division has been made of the real estate and that the executors of the will of Almina P. Martin still claim the right as such executors to govern and handle such real estate although plaintiffs have made repeated demands that said real estate be divided either amicably or by order of the Court, which the defendant, Audora H. Anderson Greenamyer refuses to do.

Plaintiffs say that a controversy has arisen among the legatees and devisees under the Will of said Almina P. Martin and plaintiffs are in doubt as to the true construction of the Will, especially as to Item 6 and contend that they are entitled to have a division made of the real estate so that the ownership of the plaintiffs in their portion shall be free and clear from any claim or right of the defendants, and the Court is hereby asked to construe and declare the character of the estate given to the plaintiffs herein and that if a division is ordered made of the real and personal property in said estate, then that the executors under the will of Almina P. Martin be ordered to distribute and file their final account and terminate said estate.

Wherefore, plaintiffs pray that the Court determine first what interest that plaintiffs own as such remainderman and fee simple holders respectively in the premises described herein and that the true intent and meaning of Item 6 of will of Almina P. Martin, and that in the event the Court finds that the interests of the plaintiff should be set off to them, then that partition be made of said premises and for all such other relief as is proper.

Service by the Sheriff of Stark County, Ohio, on Ruth Anderson Unkefer, William Anderson, Audrey Jean Anderson and Audora H. Anderson Greenamyer.

Answer of the defendant, Audora H. Anderson Greenamyer says that the cause of action set up in the Petition has been litigated in Case No. 89872, Common Pleas Court of Stark County, and that the matter is res judicata. She denies that the plaintiff, or any one of them, are entitled to the relief prayed for in the petition and asks that the case be dismissed at the plaintiffs' costs.

Reply of plaintiffs denies that the cause of action set up in the petition has been litigated in Case No. 89872, Common Pleas Court of Stark County, and denies that the issues in that case are the same as set up in plaintiffs' petition. Prays that said case be heard upon its merits and that the relief prayed for be granted to the plaintiffs herein.

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Note: On May 3, 1950, said Case No. 89872 was dismissed at the costs of the Plaintiffs, and as appears by the following Journal Entry as set forth in Journal R-10, Page 545:

"This matter having come on for hearing on the demurrer filed by the defendants, William H. Martin, et al, the Court having sustained the demurrer, plaintiffs were given fifteen (15) days to file an amended petition, otherwise the case was to be dismissed. Said petition was not filed, and it is therefore ordered and decreed that judgment be rendered against the plaintiffs and in favor of the defendants, and the plaintiffs are ordered to pay costs."

Also, on February 10, 1954, the court costs in full of \$16.44 were paid for said case No. 89872, and as evidenced by Receipt No. 152775 issued to Lester H. Hossler, Administrator De Bonis Non With the Will Annexed of the Estate of said Almira P. Martin, deceased.

No. 78

Lester H. Hossler, Adm. De Bonis Non
With the Will Annexed of the
Estate of Almira P. Martin, Dec'd

Adm. Decd \$27,000.00
Dated Feb 3, 1954
Rec. Feb. 13, 1954
Vol. 2911, page 388

to

The J. C. Steiner Company,
a corporation

Deed recites that on Dec. 19th, 1944, the Last Will and Testament of Almira P. Martin, deceased, was duly admitted to probate and record in the Stark County Probate Court, and that on the 18th day of January, 1951, Lester H. Hossler was duly appointed and qualified as Administrator De Bonis Non With the Will Annexed and is now acting as such, as will more fully appear in Will Rec. 91, page 349, and Adm. Doc. 45, page 269, Estate No. 48289 (Item VII of will as shown in Sec. 66 preceding is set forth in this deed.)

Deed also sets forth the fact that the original Executors were removed by the Probate Court on Dec. 14, 1950 and their 3rd and final account was approved Mar. 8th, 1951, and they were then discharged, all of which more fully appears in Adm. Dockets 38 and 40, pages 41 and 624, respectively, Estate 39394.

Deed recites that pursuant to power granted under said Will this deed is executed to said grantee, for the consideration of \$27,000.00 conveying the premises described as follows: situated in the Township of Plain, County of Stark and State of Ohio:

TRACT #1. A part of the Northwest Quarter of Section No. 14 and a part of the northeast quarter of Section No. 15, Township No. 11 (Plain), and Range No. 8, and more particularly described as follows: Beginning at a stone at the northwest corner of said Section No. 14, thence south 83 degrees 11' east along the north line of said section a distance of 1452.98 feet to an iron pin on the west right of way line of the Wheeling & Lake Erie Railroad Company; thence south 83 degrees 41' west along the said right of way line a distance of 1945.61 feet to a point of curve; thence southwestwardly along said right of way line on the arc of a curve to the right with a radius of 2839.93 feet a distance of 588.18 feet to the point of tangent of said curve; thence south 38 degrees 33' west along said right of way line a distance of 348.05 feet to an iron pin on the south line of said northwest quarter of Section #14; thence north 83 degrees 28' west along the south line of said northwest quarter section a distance of 329.0 feet to a stone at the southwest corner of said northwest quarter section; thence north 83 degrees 35' west along the south line of the northeast quarter of Section #15 a distance of 742.5 feet to an iron pin; thence north 6 degrees 18' east and parallel to the east line of said Section #15 a distance of 2673.64 feet to an iron pin on the north line of said Section #15;

thence south 83 degrees 11' east along the north line of said Section #15, a distance of 742.5 feet to the place of beginning and containing 103.32 acres of land, of which 45.53 acres are in Section #15 and 57.79 acres are in Section #14.

TRACT #2. Part of the Northwest Quarter of Section 14, Township 11, Range 8, beginning at a point in the center of Schneider Road 388.00 feet east of the southwest corner of said northwest quarter and on the East right of way line of the W. & L. E. R.R.; thence south 83 degrees 35' east in the center of Schneider Road 947.50 feet to a gas pipe on the west line of H. & J. Wirth's 3.00 acre tract; thence north 6 degrees 50' east 453.70 feet to a point; thence south 83 degrees 35' east 109.30 feet to a point; thence north 6 degrees 50' east 1689.50 feet to the southeast corner of a 063/100 acre tract; thence north 83 degrees 11' west 143.22 feet to the east right of way line of the W. & L. E. R. R.; thence south 26 degrees 41' west and 25 feet east of the center line of said railroad 1425.21 feet to a point 25 feet to the point of curve of a 2 degree 00' curve to right; thence south-westerly and 25 feet east of said 2 degree curve 595.16 feet to a point of tangent of said 2 degree curve; thence south 38 degrees 33' west 312.39 feet on said east right of way line to beginning, containing 26.17 acres, more or less, subject, however, to the following instruments executed to The East Ohio Gas Co.: Three (3) Oil and Gas Leases dated April 28, 1933, February 21, 1935, and March 8, 1935 and recorded in Lease Records Vol. 53, page 128, Vol. 60 pages 89 and 138 respectively; and Two (2) Supplemental Gas Storage Agreements dated March 18, 1943 and April 14, 1943 and recorded in Vol. 1408, pages 128 and 175 respectively of said County records.

No. 79

Charles C. Martin, unmarried,
William H. Martin, Kenneth
C. Martin and Almina E. Hoffman,
the three children of said
Charles C. Martin, all of whom
are married; Eudora H.
Greenamyre, married, and her
three children, William B.
Anderson, Ruth E. Unkefer, both
married, and Audrey Jean
Anderson, unmarried; said eight
persons constituting all the
heirs at law, next of kin, devisees
and legatees of Almina P. Martin,
deceased

Quit-Claim Deed \$10.00
Dated: Recites all signed
between July 1,
1953 and February
3, 1954
Rec. February 13, 1954
Vol. 2211, page 391

The J. F. Steiner Company,
a corporation

Conveys same premises as preceding section.

NOTE: Deed also signed by Doris M. Martin, Ervin F. Hoffman, Walter J. Greenamyre, Patricia Anderson and Ray L. Unkefer, the respective spouses of Kenneth C. Martin, Almina E. Hoffman, Eudora H. Greenamyre, William B. Anderson and Ruth E. Unkefer. Shirley J. Martin, wife of William H. Martin, also signs deed releasing dower.

PLAT OF HOLLY HILLS ALLOTMENT

Dated January 16, 1956

App. County Board of Health December
8, 1955Accepted and approved by North
Canton Planning Commission

January 23, 1956

Approved by County Engineer

January 25, 1956

Accepted by Board of County

Commissioners January 25, 1956

Recorded January 27, 1956

HOLLY HILLS ALLOTMENT was platted and allotted by the J. C. Steiner Company, a corporation, et al, out of land in the Northeast Quarter of Section #15, Township #11 (Plain), Range #8, Stark County, Ohio, and consists of Lots Numbers 1 to 93 inclusive. These premises are a part of the premises described in Section #78 of this abstract. Also a part of the Northwest Quarter of Section #14, Township #11, Range #8.

Lot #4 fronts 100 feet on the west side of Holly Drive, is 222.85 feet deep on the south side and 222.83 feet deep on the north side and of even width.

No. 80

The foregoing premises are conveyed subject to the following restrictions:

1. That said property shall be used for private residence purposes only, and that not more than one dwelling shall be erected or maintained on said tract. No basement or garage houses, and no house trailer with or without wheels shall be built or placed on said lot to be used as living quarters. No bill boards or commercial advertising signs shall be erected on said lot. No commercial business of any kind shall be permitted on said premises.
2. No liquor, either malt, spiritous, vinous or ferment shall be manufactured or sold in or on said premises.
3. The erection of any building on said premises must be completed within one (1) year from beginning of building operations.
4. No building or any parts thereof except porches shall be built nearer than 70 feet to the front line of said lot or nearer than 5 feet to any inside lot line. No dwelling shall be erected on said premises whose original cost is less than \$10,500.00 based on January 1, 1954 prices or its equivalent according to fluctuation of building cost at the time of building. No residence shall be erected on said premises which has less than eight hundred (800) square feet of floor (ground level) area.
5. No domestic animals or fowls except dogs or cats may be kept on said premises. No commercial breeding of dogs or cats shall be permitted. No nuisance of any kind shall be maintained on said premises.

- 6. After erection of any building on said premises, the owner shall maintain a generally good appearance of said premises and shall in no case allow weeds on any part of said lot including the easement reserved for public utilities and land lying between the front lot line and the road improvement. The covenants and restrictions hereinbefore set forth shall run with and bind the land herein described and all subsequent owners and occupants thereof.

DEDICATION OF FIRESTONE ROAD

Dated September 13, 1954
Rec. September 21, 1954
Plat Rec. 31, page 13

This is the dedication of a roadway 50 feet in width located along the entire east side of the Northeast Quarter of Section #15 and along the entire west side of the Northwest Quarter of Section #14, Township #11, Range #8, Plain Township, Stark County, Ohio.

NOTE: This roadway extends from Schneider Road on the South, North 4 degrees 33' East to the North Canton-Maximo Road and was dedicated by The J. C. Steiner Company. Plat was approved by the County Engineer and accepted by the County Commissioners on September 20, 1954.

Michael J. Holtz

Mortgage \$900.00
Dated Apr. 15, 1880
Vol. 166, page 417

to

William Warstler

Cancelled on record April 7, 1883, signed "William Warsheler."

Elesta A. Spangler, widow,
Almina P. Martin and
Wm. H. Martin, husband

Lease \$1.00
Dated May 20, 1930
Lease Rec. 43, page 431

to

The East Ohio Gas Company

Cancelled on record May 6, 1935, signed, "The East Ohio Gas Company, By W. G. Hagan, Ass't. Gen. Mgr."

Almina P. Martin and
Wm. H., husband

Lease \$1.00
Dated May 20, 1930
Lease Rec. 43, page 436

to

The East Ohio Gas Company

Cancelled on the record May 6, 1935, signed, "The East Ohio Gas Co., by W. G. Hagan, Ass't Gen. Mgr."

Elesta A. Spangler,
 Almina P. Martin
 and Wm. H. Martin,
 Heirs of the Michel
J. Holtz Estate,

Lease \$1.00
 Dated Apr. 28, 1933
 Rec. May 29, 1933
 Lease Rec. 53, page 428
 NOT CANCELLED

to

The East Ohio Gas Company

Leases all that parcel of land situated in the Northwest Quarter of Section #14, Plain Township, Stark County, Ohio, described as follows: Commencing at an iron pin being the northwest corner of Section #14, Township #11, Range #8; thence eastwardly along the north line of said section, a distance of 351 feet more or less to a point; thence southwardly and parallel with the west line of said section a distance of 205 feet, more or less, to a point being the true place of beginning; thence southwardly and parallel with the west line of said section a distance of 125 feet to a point; thence westwardly and parallel with the north line of said section a distance of 100 feet to a point; thence northwardly and parallel with the west line of said section a distance of 125 feet to a point; thence eastwardly and parallel with the north line of said section a distance of 100 feet to a point being the true place of beginning.

To have and to hold with the right of ingress and egress to and from said parcel of land for a period of one year from the date hereof, with the privilege upon the termination of said period of renewing the same from year to year so long as the Lessee desires but in any event for a period of not more than twenty years at the rate of \$12.00 per year.

No. 87

Almina P. Martin
 and Wm. H., husband

Lease \$1.00
 Dated Feb. 21, 1935
 Ack'd Feb. 23, 1935
 Rec. Mar. 20, 1935
 Lease Rec. 60, page 69
 NOT CANCELLED

to

The East Ohio Gas Company

Leases for the sole and only purpose of drilling and operating for oil and gas and all of the constituents thereof, all that certain tract of land situated in Plain Township, Section #14, in Stark County, Ohio, bounded substantially as follows:
 North by lands of Chas. Warstler, Public Road & W. & L. C. R. R.
 East by lands of Chas. Warstler and Public road.
 South by lands of Public Road
 West by lands of W. & L. C. R. R.

Being all the property owned by Lessor in Section #14 of Plain Township, containing 35 acres, more or less.

For a term of 5 years from May 20, 1935 and so much longer as oil or gas or their constituents is or are found on said premises in paying quantities in the judgment of the Lessee.

Elesta A. Spangler, widow,
 Almina P. Martin and
 Wm. H. Martin, husband

to

The East Ohio Gas Company

Lease \$1.00
 Dated Mar. 8, 1935
 Ack'd Apr. 12, 1935
 Rec. Apr. 25, 1935
 Lease Rec. 60, page 138
 NOT CANCELLED

Leases all that certain tract of land situated in Plain Township, Section No. 14 and 15, in Stark County, Ohio, bounded substantially as follows:

North by lands of Public Road.

East by lands of Wheeling & Lake Erie R.R.

South by lands of Wheeling & Lake Erie R.R. and Public Road.

West by lands of Ira Smith.

Being all the property owned by Lessor in Section 14 and 15 of Plain Township, containing 103 acres, more or less, excepting 35 acres in Section #14, owned by Almina P. Martin.

For the sole and only purpose of drilling and operating for oil and gas and all of the constituents thereof, for a term of 5 years, from May 20, 1935, and so much longer as oil or gas or their constituents is or are found on said premises in paying quantities in the judgment of the Lessee.

NOTE: All drilling and building rights released July 20, 1955. See Release Volume 107, page 383.

No. 89

Almina P. Martin,
 widow, 1/2 int.,
 Jennie M. Painter,
 widow, 1/2 int.,

to

The East Ohio Gas Company

Supplemental Gas Storage
 Agreement \$1.00
 Dated Apr. 14, 1943
 Ack'd Apr. 20, 1943
 Rec. June 4, 1943
 Vol. 1408, page 175

Said Lessor agrees that the oil and gas lease held by the Lessee on the following described premises situated in Section #14 and #15, Plain Township, in Stark County, Ohio, bounded substantially as follows:

North by lands of Public Road.

East by lands of Wheeling & Lake Erie R.R.

South by lands of Wheeling & Lake Erie R.R. and Public Road.

West by lands of Ira Smith,

being the property owned by lessor in Plain Township, containing 103 acres, more or less, shall be and the same hereby is modified and extended to the extent that Lessee shall have the additional right, which is hereby granted and given it, of introducing, injecting, storing and removing gas of any kind, including gas now or at any time hereafter lying under said premises, either through wells now located or hereafter drilled upon said premises or through wells located upon any other premises within the so-called Clinton Sands area (sometimes referred to as the Red and White Medina Formation), or by any other method or means whatsoever, into, in and from any and all sub-surface sands, formation or reservoirs known as the so-called Clinton Sands underlying said premises, whether such gas is produced or secured on or off the premises, and using for such purpose any well or wells now located thereon, to drill as it may elect, other wells thereon for such purpose, and to install and maintain on said premises such additional equipment and pipe lines on, over and across said premises to convey gas to and from and over said premises, and to use sufficient water from the premises to drill and operate wells and other

equipment as may be necessary for such purpose.

TO HAVE AND TO HOLD the said oil and gas lease as herein modified and extended unto and for the use of the Lessee for a term of ten years and so much longer either (1) as gas is produced, stored, withdrawn, or held in storage by the Lessee, in the sub-surface sands, formations or reservoirs known as the so-called Clinton Sands Storage Area within which these premises are comprehended, or taken or marketed from a well or wells on the said premises; or (2) as oil is found on said premises, or gas is found in sub-surface formations underlying said premises other than the so-called Clinton Sands in paying quantities in the judgment of the Lessee.

NOTE: All drilling and building rights released July 30, 1955. See Release Volume 107, page 303.

No. 90

Almina P. Martin, widow

Supplemental Gas Storage

to

Agreement \$1.00

Dated Mar. 18, 1943

Rec. May 7, 1943

The East Ohio Gas Company

Vol. 1408, page 128.

Said Lessor agrees that the oil and gas lease held by the Lessee on the following described premises, situated in Section #14, Plain Township, in Stark County, Ohio, bounded substantially as follows:

North by lands of Chas. Wargler-Public Road and W. & L.E.R.R.

East by lands of Chas. Wargler and Public Highway

South by lands of Public Road

West by lands of W. & L. E. R. R.

being all the property owned by Lessor in Plain Township, containing 35 acres, more or less, shall be and the same is hereby modified and extended as hereinbefore noted in section No. 87.

No. 91

There are no mechanic's liens.

No. 92

There are no old age pension liens.

No. 93

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

No. 94

There are no pending suits, judgment or foreign executions which are living liens on said premises except as hereinbefore noted.

No. 95

Taxes due December, 1956, are paid.

Note: No assessments appear upon the tax duplicate.

I hereby certify that the foregoing ABSTRACT OF TITLE consisting of Ninety-five (95) sections was abstracted 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 described in the heading of this Abstract as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio
May 20, 1957
10:00 A.M.

W.E. Himebaugh
Attorney and Abstractor

Plain Township Historical Society