

~~TITLE~~
OHIO TITLE CORP

DTC # 13698

HTY JOE RYAN 6-12-1957

A B S T R A C T O F T I T L E

From: Date of Patent

To: July 14, 1953, 7:00 A. M.

Of the following described premises, situated in the County of Franklin,
in the State of Ohio, and in the Village of Worthington:

Being Lot No. Sixty-eight (68) in Worthington Southwest Addition,
as the same is numbered and delineated upon the recorded plat thereof, of record
in Plat Book 22, page 23, Recorder's Office, Franklin County, Ohio.

For plat of the above described premises, see sections 111 to
114 inclusive of this abstract of title.

SECTION 1

The premises under consideration form a part of Quarter Township No. 3, Township No. 2, Range No. 18 of the United States Military Lands.

The said Township No. 2, Range No. 18, aforesaid, forms a part of that tract of land which the Surveyor General was directed to cause to be surveyed and subdivided into townships of 5 miles square, by running, marking and numbering the exterior lines of said township, and marking corners in said lines, at the distance of $2\frac{1}{2}$ miles from each other, etc., in pursuance of the Act of Congress entitled "An Act regulating the grants of land appropriated for Military Services, and for the Society of the United Brethren for propagating the Gospel among the Heathen," Sec. No. 1 Sec. No. 2 of said Act recites in part as follows: That the said land shall be granted only in tracts containing a quarter of the township to which they belong, lying at the corners thereof, and that the Secretary of the Treasury shall for the space of 9 months, after public notice in the several States and Territories, register warrants for Military Services to the amount of any one or more tracts for any person or persons holding the same, etc., patents to be granted.

SECTION 2

Sec. 4 says x x x all lands unlocated on the 1st of January, 1800, to be at disposition of the United States, etc., and all claims unlocated at that date shall be forever barred, etc.

Approved June 1st, 1796, U. S. Stat., Vol. 1, page 490.

An Act amendatory to the above, approved March 2, 1799, U. S. Stat. Vol. 1, page 724, says x x x all lands unlocated on the 1st day of January, 1802, to be at the disposition of the United States, etc., and all claims unlocated at that date to be forever barred.

An Act amendatory to the first above, approved February 11th, 1800, U. S. Stat., Vol. 2, page 7, says, "That the Secretary of the Treasury shall, for the space of 14 days after the expiration of the 9 months heretofore allowed, etc., register warrants for Military Service in the form and manner, etc.

An Act amendatory to the first above, approved March 1, 1800,
U. S. Stat. Vol. 3, page 314, provides that the corners of said town-
ships and quarter townships shall be as marked when run notwithstanding
the same are not in conformity to the act or survey, etc.

OUTLINE MAP

TOWNSHIP NO. 2, RANGE NO. 18, U. S. M. LANDS

SECTION 3

QUARTER SECTION 2 4000 Acres	QUARTER SECTION 1 4000 Acres
QUARTER SECTION 3 4000 Acres	QUARTER SECTION 4 4000 Acres

SECTION 4

By the President,
John Adams

to

John Dunlap

Patent
Signed and sealed May 14, 1800
Filed February 28, 1835
Recorded in D. B. 13, page 246

Recites, That in pursuance of the Act of Congress passed on the first day of June 1796, entitled "An Act regulating the grants of land appropriated for Military Services and for the society of the United Brethren for propagating the Gospel among the Heathen" and of the several acts supplementary thereto passed on the second day of March, 1799, and on the eleventh day of February, and first of March, 1800, there is granted unto the Reverend John Dunlap a certain tract of land estimated to contain 4000 acres being the third quarter of the second township in the eighteenth range of the tract appropriated for satisfying warrants for military services, surveyed and located in pursuance of the acts above recited.

To have and to hold the said described tract of land with the appurtenances thereof unto the said John Dunlap and to his heirs and assigns forever subject to the conditions, restrictions and provisions contained in the said recited acts.

In witness whereof the said John Adams, President of the United States of America, hath caused the seal of the said United States to be hereunto affixed and signed the same with his hand at the City of Philadelphia.

Countersigned by Charles Lee, now executing office of Secretary of State. (seal).

SECTION 5

John Dunlap and
Catharine Dunlap,
his wife,

to

Jonas Stanberry and
Jonathan Dayton

Deed

Signed and sealed October 30, 1802
Recorded in Vol. 2, page 336
Ross County Records
Transcribed and recorded in
Ross Transcript page 84
Two Witnesses
Consideration \$4000.00

Recites, Whereas, in pursuance of several acts of Congress heretofore passed for that purpose, the President of the United States did, in virtue of powers and authority in him vested, issue letters patent to and in the name of the Reverend John Dunlap, granting and conveying to him the Third quarter of the Second Township in the Eighteenth Range, of the tract appropriated for satisfying warrants for military services.

Now therefore, etc., give, grant, bargain, sell, convey and confirm unto (grantees) as tenants in common, to their heirs and assigns forever the before granted and described Third Quarter of the Second Township in The Eighteenth Range of the tract aforesaid, estimated to contain Four Thousand Acres.

To have and to hold with the appurtenances, unto the said (grantees) their heirs and assigns forever, to and for their only proper use, benefit and behoof forever.

November 1, 1803. Acknowledged before Thomas Cooper, Master of Chancery, State of New York, he having satisfactory evidence that they are the persons described in said deed and who have executed the same.

Wife separately examined and acknowledged that she executed the same without fear or compulsion.

SECTION 6

Jona Dayton and
Susan Dayton, his wife,
Jonas Stanberry and
Anna Lucy Stanberry, his wife,

to

James Kilburn
Abner Pinney
Josiah Topping
Levi Butler
Zopher Topping
Russell Attwater
William Thompson
Alexander Morrison
Nathaniel Stewart

Deed

Signed and sealed March 7, 1803
Recorded in Vol. 3, page 7
Ross County Records
Transcribed and recorded in
Ross Transcript, page 133.
Two witnesses to each signature.
Consideration \$5000.00

Grant and convey to (grantees) and to their heirs and assigns forever, the same premises described at section 5.

To have and to hold, with the appurtenances, to the said (grantees) (as tenants in common and not as joint tenants) and to their heirs and assigns to and for their only proper use, benefit and behoof forever.

Covenants of seizen, right to convey, free and clear and warranty.

March 8, 1803. Acknowledged by Jonathan Dayton and Susan, his wife, before Matthew Lawler, Mayor of the City of Philadelphia (seal).

Wife separately examined and still satisfied.

April 9, 1803. Acknowledged by Jonas Stanberry and Ann Lucy, his wife, before Geo. I. Eacker, Master in Chancery, State of New York.

Wife separately examined and still satisfied.

SECTION 7

James Herron, Collector
of 4th Collection District

to

John Hunter

Tax Deed

Signed and sealed December 5, 1806

Filed April 18, 1807

Recorded in D. B. "D" page 129

Witnesses

Consideration \$52.00

Sold as the property of John Dunlap for two years taxes, 4000 acres charged in my duplicate for taxation to John Dunlap in Range 18, Township 2, and third Quarter.

December 8, 1806. Duly acknowledged.

SECTION 8

Articles of Agreement

This may certify whom it may concern that we, whose names and places of residence are hereunto annexed, after having entered into an agreement with Genl. Jonathan Dayton, of Elizabeth Town, State of New Jersey, and Doctor Jonas Stanberry, of the City and State of New York to purchase of them four sections of land in the State of Ohio, and situated upon and near the Whetstone River in the Military Tract, viz: In the 18th Range First Township and First Section; Second Township, Second and Third Sections. Also Third Township Second Section, containing Sixteen Thousand acres at \$1.25 per acre. In consideration of the Mutual benefit and advantage to be derived to each of us, from the purchase and settlement of said lands, have consented to make and do hereby make and enter into the following mutual covenant and agreement with respect to the payment, title, division and settlement of said lands, and for other purposes hereinafter expressed, viz:

Article 1st. We do each of us, individually and for himself, covenant and agree with each of the others to take so much of said four sections of land as we shall hereafter annex to our names respectively and to make payment for the same in good obligations, bearing interest at six per centum and well secured by mortgages on real estate in New England, or responsible indorsers to the acceptance of said Dayton-Stanberry, which will become due at "period" not more distant than two and four years on an average, or in such lands and other real estate as the committee judge suitable and can turn in as pay for said section of lands, to be appraised by indifferent men at their just value in cash, the

property so to be appraised is to be designated and turned out for that purpose, and the obligation executed as above to be deposited in the hands of the committee (who are hereafter named) to be by them delivered and paid over to the said Dayton and Stanberry by the first Monday of February next and all of us who shall turn out real estate in payment as above, do also bind ourselves to execute to said Dayton and Stanberry at the time above mentioned, or at any other time after that date, when thereto required by the Committee, Warrantee Deeds of the same.

SECTION 9

Article 2nd. That Messrs. Russell, Atwater, James Kilbourn, William Thompson, Abner Pinney, Josiah Topping, Nathan Stewart, Zopher Topping, Levi Butler, "Alexder" Morrison and Samuel Beach be a committee for the subscribers to receive into their hands all the real estate and obligations turned out by the several subscribers and the same pay over to the said Dayton and Stanberry, and also to receive the deeds of said four sections of land in their own names and hold the same until the several individuals shall fulfill the terms of purchase and payment, and to all and singular those who shall fulfill at the time and in the manner above mentioned, said committee shall immediately execute quit claims of such an undivided part as he or they shall have subscribed and paid for.

Article 3rd. That no person shall be admitted into this company as a subscriber and purchaser but upon the vote of a major part of the proprietors present at a meeting duly notified, and every person so admitted shall pay in cash at the time of admittance \$18.25, or such other sum as the company shall hereafter direct, or execute his note, with security to the satisfaction of the committee, for such sum as his proportion of the expense of exploring the North Western Territory and expenses of the meeting, and no person shall be entitled to receive a title or deed from said Committee, unless he shall comply with the terms of payment and other regulation on or before the first day of July next, unless specially permitted by the Committee with the consent of the major part of the Company of Subscribers.

SECTION 10

Article 4th. That said lands are to remain undivided until the major part of the subscribers shall have arrived upon the spot, provided they shall remove thither by the first day of December 1803, at which time the settlers then upon the ground and the proxys or agents of those who shall not then have removed, if any they have, shall proceed to a division of the land by the following rule, viz: The sections Two and Three in the Second Township and Eighteenth Range shall be first divided as follows: there shall be laid out two roads leading North and South, one on each side of the Whetstone river in the most eligible situation, and a cross road from East to West, as near the middle of the tract as can be with convenience. In the centre of the tract or as near it as is practicable and at the cross road, shall be laid of a square town plott containing one hundred and sixty acres which shall be divided into one hundred and sixty lots, four of which lots and those lying upon the four central corners shall be given out as a public square, to remain for a Green or Parade (also there shall be one of those town lots and one farm lot for the use and benefit of a public school; and one of the said town lots and one of the farm lots for the use and benefit of a Protestant Episcopal Society, which farm lots shall contain at least one hundred acres, which shall remain forever as perpetual funds for the support of the Gospel in said Society and for the support of Schools) and from the remaining lands on the three roads shall be laid out as many lots of one hundred acres, each including one town lot and a proportion of public lands, road and waters, as there shall be actual settlers in the most eligible situation for home lot farms and each settler who shall purchase to the amount of one hundred acres, shall be entitled to one of said lots; where these lands have been surveyed out as above and the farms and town lots numbered in due order, they shall be set up to be bid for and the proprietor who bids most shall have the first choice in the lots both in the town platt and the farm lots. The second choice shall then be set up to bid upon in the same manner, and so on, one choice

SECTION 11

at a time, till the whole of the settler have taken each of them one lot in the town plat and one farm lot on the roads, and the money so bid shall be paid into the treasury of the Company, and by the Committee divided out in equal sums to any settler, he who bids must pay down what he bids or obtain good security to the acceptance of the Committee for the payment within six months from the time of sale, the remaining land within those sections, together with the other sections above described shall be divided to each man (who has not already received what he subscribed for) according to his proportion in the purchase, by a committee. "The" shall have respect to quality, quantity and situation in the said divisions the town lots which remain are also to be divided to each man in proportion to his right in the remaining lands after the first set of farms are laid out, said committee to be appointed by those who shall be proprietors in the remaining lands in such manner as they shall agree, and the lands being so divided and the bounds ascertained, we do agree and promise to make and duly to execute a deed of partition in which each will release and quit claim to the others all his title to said lands except his just part divided to him as above.

Article 5th. That each subscriber shall in his own person or by his son make actual settlements upon the lands so purchased and divided within the term of two years from the 1st day of January 1803, or on failure to forfeit and pay to the Committee for the use and benefit of the Company, who actually do settle, the sum of Twenty Dollars for each hundred acres he shall have subscribed for. Provided, nevertheless, that this article shall not be construed to include Russell Atwater, so as to exact the penalty in case he shall obtain another permanent settler to the acceptance of the Company, and that Ajaket Deming shall be allowed to send on a temporary settler to improve, till such time as that it may be convenient to remove his family. The said Atwater and Deming have originally signed with these conditions, and it is provided also that where sickness shall render it impossible, for any individual to settle or where his designs are prevented by his own death there shall be no forfeiture either for himself in the one case or his heirs in other.

SECTION 12

Article 6th. That the whole expense of surveying and dividing said lands shall be paid by each individual in proportion to the quantity of land he has subscribed for.

Article 7th. That if on the final issue of the subscription the whole of the four sections shall not be subscribed for, unless the Committee or individuals of the Company are willing to take the overplus land, the original subscribers shall take it and pay for it, and divide it amongst themselves in proportion to the quantities originally subscribed for, and on their failing, the terms, as to time and manner of payment, the Committee shall deed to them the overplus lands, the case of those subscribed for.

Article 8th. That any person who is a minor shall apply to become a subscriber in his own name in this contract, he shall (if admitted by a major vote of the Company) procure bonds to the acceptance of the Company, to comply with all the determinations of the Company and submit to all the by-laws and penalties which the Company shall exact in addition to the securities for the payment of his subscription as above described for the other members; and also when any subscriber shall propose his son, being a minor, as a settler in his own stead, he shall procure similar bonds from some one of the actual settlers or he shall not be admitted, and no minor shall be admitted a settler under the age of Seventeen years.

Article 9th. That if a quantity of land shall remain in the hands of the Committee over and above the subscriptions, then when those lands are divided out by "Ye" said committee appointed for that purpose they shall divide off one house lot in the town plat and one of the home farm lots in each five hundred acres so divided as a part of the same.

Article 10th. That it is also agreed that whatever records (the clerk chosen by us) shall make in open meeting legally warned according to the by-laws of the Company, shall be binding on each of us, and that they shall be good and legal evidence for or against us in any Court of Justice.

SECTION 13

To the faithful observance and fulfillment of the foregoing Articles of Agreement according to the true intent and meaning thereof we bind ourselves, our heirs, executors and administrators. In witness whereof we have hereunto set our hands and seals, in presence of each other, this Fourteenth day of December, 1802 at Granby in presence of:

Name of Subscribers	Place of residence	Number of acres
Ezrel Griswold	Simsbury	500 acres
Abner Pinney	"	860
Russell Atwater	Blandford	1,200
Alexander Morrison	"	500
Alexander Morrison	"	900
William Thompson	"	1,000
Nathan Stewart	Blont	500
James Kilburn	Berlin	1,200
James Kilburn, for Ashael Hart, 4th	Berlin	100
Roger Griswold	Simsbury	400
Zophar Topping	Granby	300
John Topping	"	300
Josiah Topping	"	300
Jaziah Pinney	Simsbury	100
Samuel Kilburn	Southington	100
Abner P. Pinney	Simsbury	200
Israel Flax and James Carmst	"	400
David Bristol	Barkhamsted	400
Glass Cockran	Blansford	100
Ichabod "phum"	Hartford	100
Samuel Beach	Barkhamsted	200
Abner Messinger	-----	300
Seth Hart	Pittsfield	300
Samuel Sloper	Blanford	200
Joel Allen	Southington	300
Samuel Kilburn for Josiah Kilburn 2nd	Southington	100
Levi Butler	Granby	400
Job Case	"	500
Ebenezer Street	Southington	200
James Kilburn, for William Kilburn	Tunbridge	200
John Merritt, Junr.	Backhamsted	200
Thomas S. Shelf	Granby	100
Moses Andrews, for my son, Noah Andrews	Montague	200
Jonas Stanbery, for ---- Stanbery	N. York	100
Nathaniel W. Little	Blandford	800
John Ingham	Farmington	400

Recorded in Ross County Record Vol. 3, page 1.

Transcribed and recorded in Ross Transcript, page 128.

SECTION 14

Russell Atwater

to

James Kilburn, Abner Pinney,
Josiah Topping, Levi Butles,
Zophar Topping, William Thomson
Alexander Morrison, Nathan
Stewart

Deed

Signed and sealed April 2, 1803
Transcribed in Ross County Record
page 179 (Vol. 2, page 57 Ross
County Ohio
Two Witnesses
Consideration \$1.00

Recites, have released, remised and forever quit claimed unto the said James, Abner, Josiah, Levi, Zopher, William, Alexander and Nathan, their heirs and assigns forever, all my right, title and interest in and to a tract of land set apart for satisfying warrants for Military services in the State of Ohio and is an undivided part of the four following sections or quarter townships: (viz) the First Section of the First Township, Second and Third Sections of the Second Township and the Second Section of the Third Township, all lying in the Eighteenth Range in the Military Tract aforesaid which right, title and interest is vested in me by virtue of deeds from Jonas Stanberry of the City and State of New York and Anna Lucy, his wife and Jonathan Dayton, of Elizabeth Town and State of New Jersey, and Susan, his wife, to me the said Russell and the said James and others, above named, excepting however out of the part or parcel of land hereby released and quit-claimed, such part thereof as I the said Russell am or may be entitled to by virtue of any other conveyance, release or quit-claim than those made by the said Jonas Stanberry and Jonathan Dayton and their said wives, and particularly excepting such part of the said tract as the said James, Abner, Josiah, Levi, Zopher, William Alexander and Nathan may have conveyed, quit-claimed, or released to me the said Russell.

To have and to hold the said quit-claimed premises excepting as before excepted to them the said James, Abner, Josiah, Levi, Zopher, William Alexander and Nathan, their heirs and assigns forever.

Hampshire, ss. April 2, 1803. Personally appeared Russell Atwater Esqr. signer of the foregoing instrument and acknowledged the same to be his free act and deed before Eli P. Ashmore, Just. Pea.

SECTION 15

James Kilburn, and others

to

Nathaniel W. Little

Deed

Signed and sealed April 1, 1803

Recorded January 23, 1804

Recorded in D. B. "A" page 54

Four Witnesses.

Consideration \$1000.00

Conveys, etc., the undivided right to 800 acres in the 1st Section
1st Township; 2nd and 3rd Sections, 2nd Township and 2nd Section, 3rd Township,
all in Range 18, Military tract derived from Jonas Stanbury and Jonathan
Dayton.

April 2, 1803. Duly acknowledged.

Record burned.

SECTION 16

Nathaniel W. Little

to

Jonas Stanbury

Mortgage.

Signed and sealed May 26, 1803

Filed June 1, 1803

Recorded in D. B. "A" page 49

Two witnesses

Consideration \$800.00

Given to secure the payment of 4 notes and interest - \$150.00
each March 15/05 - March 15, 1807 - 2 notes at each payment.

Record burned.

The Plat of the Town of Worthington was filed for record August 11, 1804, and recorded in Deed Book "A", page 194, which record was burned and never re-recorded.

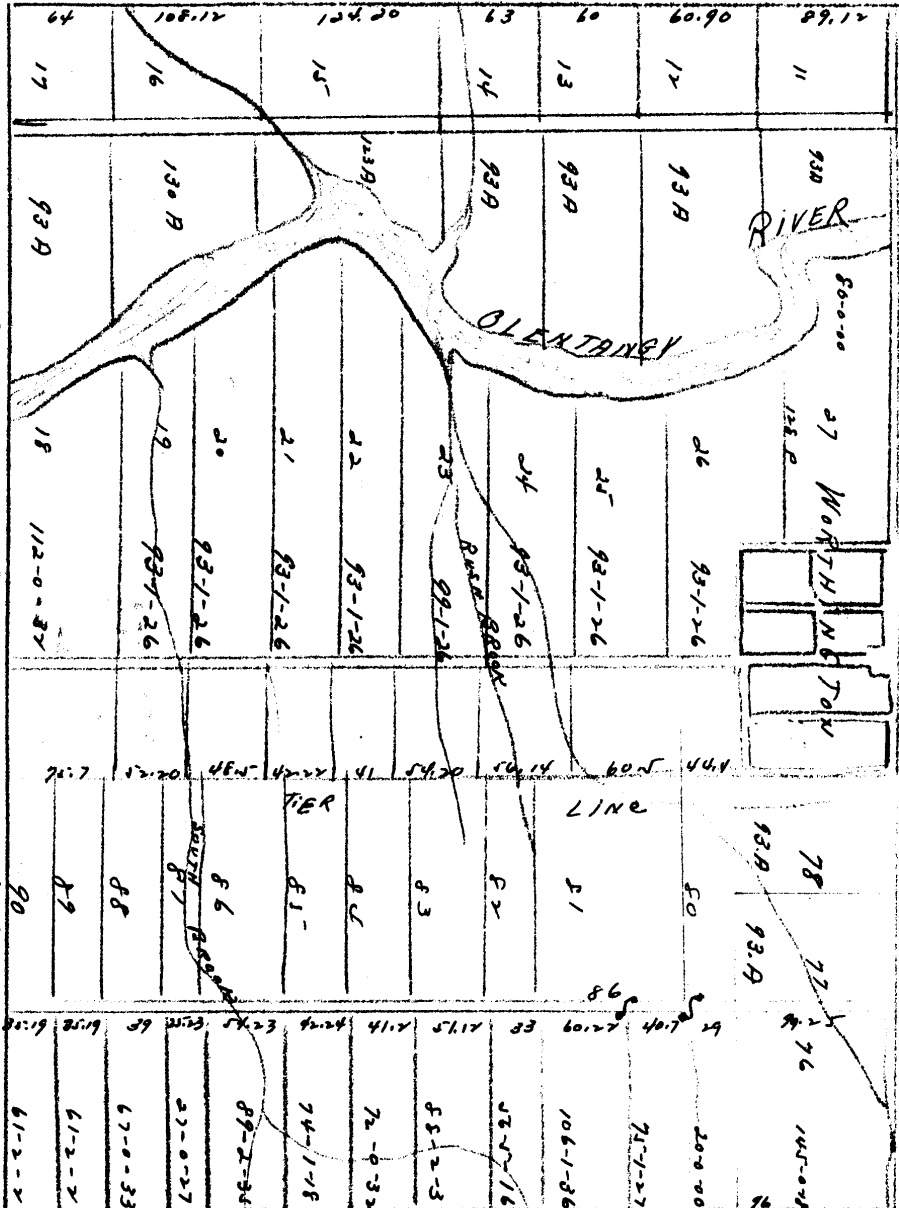
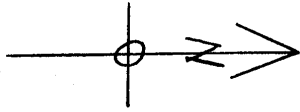
I copy the following from a copy of said plat of record in Plat Book 3, page 136, in the Surveyors Office of Franklin County, Ohio.

Scale 1 in = 80 Poles

Sec. 17

Sec. 18

South line of Sharon Township Section 3



SECTION 19

Partition Deed of
The Scioto Company

Partition Deed
Signed and sealed August 11, 1804
Filed August 15, 1804
Recorded in D. B. "A" page 196 (burned)
Re-recorded in D. B. "A" page 14
Four witnesses.

Recites, That we, whose names and places of residence are herein-
after mentioned being by deeds to us duly executed from James Kilbourn
Abner Pinney, Joseph Topping and others, committee of the Scioto Company,
so called, now settled on the Whetstone Branch of the Scioto River, Joint
proprietors or tenants in common of the two following sections or quarter
Townships of land, viz: the second and third sections of the second Town-
ship laying in the Eighteenth Range of the tract set apart by Congress
for satisfying warrants for Military services; and being now in full,
rightful and allowed possession of the premises, have for our mutual
benefit agreed to make and by these presents do make and duly execute a
just and legal division and partition of the same, to each and every pro-
prietor his due proportion according to his right in said tract, and which
tract is more fully described (or that part of it which is herein partitioned)
by the out lots or exterior parts of the Town of Worthington; a general
plat of which is herewith entered for record, and the several lots set
out to each individual and for certain public purposes are particularly
marked and numbered therein; to affect the said division we have arranged the
tract into three tiers of lots, running north and south through the whole
two sections as follows, viz: The Western Tier is bounded North and
South by the Township lines, west on the west line of the said Range, and
each on said Whetstone river with its meanders, and at the middle of the
stream as it now runs. The Eastern Tier is bounded North and South as the
Western, East by a line running fully through the middle of said Township
parallel with the range lines at an average, and West by Morning Street
in said Town, and on a line running north and south from the north east
and south east corners of the inn-lots to intersect the Town lines in
each direction; and the middle Tier is bounded north and south as the
others, west by Whetstone as before mentioned, and East by Evening Street

and the line east above described.

SECTION 20

We have also laid out three Roads or public highways leading North and South through the whole tract (including the one adopted as the County Road) one upon each of the tiers and as nearly cross the middle of the lots as was practicable for the best accomodation of public travel, each four rods in breadth, and given out of each proprietors land as measured to him across which they pass. Also four other roads or highways leading east and west across several parts of said tract as described in the general plat of the outlots, reference thereto being had for particulars, in which number is also the one adopted as the County road; hereby confirming and establishing the same as public roads or highways forever, together with one commencing at the North and South County Road fourteen rods north of Greenwich and Village Stree_ corners and running thence North 45 degrees east to the eastern bounds of said Worthington, as above described, in a direction to meet the northeastern road through Trumble County as the crossings of Cuyahoga River.

The tract, or town, being so laid off into tiers, the lines above described are hereby established forever, as the lines of division between the several tiers and the lots as numbered and marked, we have divided off as follows, viz, in the Western tier, we have erected posts on the range line as corners of the several lots and witnessed the same by bearing trees from which posts the lines of partition are run, or to be run due east to the Whetstone, and we have set the posts for corners of the lots in the Eastern and Middle tiers, and witnessed the same as above on the line of division between the said tiers in every instance except Nos. 26, 27, 28, 75, 76, 77, 78, 79 and 80, for the bonds of which see the plat on record; and the lines of partition are run, or to be run from said posts in all cases by the cardinal points, agreeing with the magnetical meridian, to the opposite boundary. And the lots so described by the posts and lines are received at the quanties estimated and holder to the corner posts, as not set, be the contense of the same more or less, by the several

individuals to whome they are hereinafter set out.

SECTION 21

And we have set out to James Kilbourn, Nathaniel Stewart and William Thompson, as trustees for the Episcopal Church in Worthington a part adjacent and to their successors in said office for the use and benefit of said Church Society forever, agreeable to an article of the original agreement of the Scioto Company so called, which agreement is on record in the County of Ross Number twenty Seven containing eighty acres and no. Seventy nine containing twenty acres.

To Nathaniel W. Little No. Twenty six containing ninety three acres one rood and twenty six perches x x x

To Nathan Stewart of said Worthington No. Twenty five containing ninety three acres one rood and twenty six perches. x x x

SECTION 22

And we do each of us by virtue of these presents and in consideration of the foregoing solemn act of Division and partition, for ourselves our Heirs, Executors and administrators absolutely and truly remise release and forever quit-claim, each to the other, all right, title or interest which we have or ought to have in or to the above divided and partitioned premises or any part thereof, except our own just right, set out and partitioned to each of us as above, and furthermore we the above named proprietors do each of us individually and for himself, his heirs, executors and administrators covenant with each of the others, his Heirs, and assigns; and all with the Trustees of the Church and School Societies respectively and to the Trustees of the said Societies respectively (to whom certain lots are herein granted) for themselves in the said capacity and for their successors in said office forever, with the said proprietors and Companies Committee; that from and after the ensealing of these presents we shall have and will claim no right, title or use of, or to the above divided and partitioned premises as set out to each individual, in his own proper right, either in our individual, public or collective capacity, except as above excepted, but we, and every of us and all persons claiming under us shall by these presents be forever barred.

SECTION 23

In Witness Whereof we have each of us hereunto set his hand and seal at Worthington, this 11th day of August, A. D. 1804.

Joel Allen, for James Allen (L.S.); David Bristol (L.S.); Samuel Beach (L.S.); Alexander Morrison (L.S.); Ebenezer Street (L.S.); by his attorney, Alexander Morrison; Azariah Pinney (L.S.) by his attorneys, Abner P. Pinney and Levi Pinney; Ezra Griswold (L.S.); Moses Andrews (L.S.); by his attorney Noah Andrews; John Topping (L.S.); Josiah Topping (L.S.); Nathan Stewart (L.S.); John Gould (L.S.); by his attorney, Nathan Stewart, James Kilbourn (L.S.); Russel Attwater (L.S.); by his attorney James Kilbourn; Ichabod Plumb (L.S.) by his attorney, James Kilbourn; Jeremiah Curtis (L.S.) by his attorney, James Kilbourn; Jonas Stanbery (L.S.) by his attorney James Kilbourn; Lemuel G. Humphrey, Ambrose Case and Joel Mills, by their attorney James Kilbourn (L.S.) Glass Cochran (L.S.); Zophar Topping (L.S.); Israel Case (L.S.) by his lawful attorney, Zophar Topping; Alexander Morrison, Jun'r (L.S.); Thomas T. Phelps (L.S.); Levi Buttles (L.S.) by his attorney Thomas T. Phelps; Levi Hayes (L.S.) by his attorney Thomas T. Phelps; Job Case (L.S.) by his attorney, Thomas T. Phelps; Roswell Wilcox (L.S.) by his attorney Thomas T. Phelps; William Thompson (L.S.); Samuel Sloper (L.S.) by William Thompson, his attorney; Nathaniel W. Little (L.S.) Lemuel Kilbourn (L.S.); Abner P. Pinney (L.S.); Israel P. Case (L.S.); Abner Pinney (L.S.) by his attorneys Abner P. Pinney and Levi Pinney; William Vining (L.S.) by his attorney, Abner P. Pinney.

SECTION 24

Signed, sealed and ordered to be recorded in presence of William Little, Harvey Pinney, Ezekiel Brown, James Kilbourn.

August 11, 1804. Personally appeared Glass Cochran, Zophar Topping, Alexander Morrison, Jr., Thomas T. Phelps, William Thompson, Nathaniel W. Little, Abner P. Pinney and Israel P. Case, Josiah Topping, Lemuel Kilbourn, Nathan Stewart, John Topping, James Kilbourn, Ezra Griswold, David Bristol, Samuel Beach and Alexander Morrison; also Israel Case, by his attorney, Zophar Topping, Levi Buttles, Levi Hayes, Job Case and Roswell Wilcox, by

their several attorneys, Thomas T. Phelps; Samuel Sloper, by his attorney William Thompson; Abner Pinney, Azariah Pinney and William Vining, by Abner P. and Levi Pinney, their several attorneys in a joint capacity; Moses Andrews, by his attorney Noah Andrews; John Gould, by his attorney, Nathan Stewart; Jedediah Norton, Russel Attwater, Ichabod Plum, Jeremiah Curtis, Jonas Stansbery, Lemuel G. Humphrey, Ambrose Case and Joel Mills, by their several attorney James Kilbourn; James Allen, by his attorney, Joel Allen; and Ebenezer Street, by his attorney, Alexander Morrison, signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed, before Ezekiel Brown, Justice of the Peace, Franklin County, Ohio.

SECTION 25

For Reference

Nathan Stewart and
Anna Stewart,
his wife,

to

Moses Maynard

Deed
Signed and sealed December 3, 1806
Filed
Recorded in D. B. "D" page 53
Three Witnesses
Consideration \$2000.00

Conveys Lots 25 and 81 in the third section of the second township of the Eighteenth Range. Also other property.

Record burned.

SECTION 26

Nathaniel W. Little

to

Jedediah H. Lewis

Deed

Signed and sealed December 6, 1806

Filed December 22, 1806

Recorded in D. B. "D" page 62

Two Witnesses

Consideration \$2400.00

Conveys 77 acres, more or less, being the west part of Lot No. 26 in the first division of Lots in the 3rd Quarter, 2nd Township and 18th Range, United States Military Lands, Beginning on the west side of the County Road 44 rods and 4 links south of the town plat of Worthington; thence north to the town plat; thence west to the southwest corner of said plat; thence north about 26 rods to the northeast corner of said Lot no. 26; thence west to the center of Whetstone Creek; thence down the center of said creek to a point which shall be due west from the place of beginning; thence east to the first mentioned bounds.

December 16, 1806. Duly acknowledged.

Record burned.

SECTION 27

Jedediah H. Lewis

to

Moses Byxbe

Mortgage for "\$2400.00"

On premises described at

section 26

Signed December 16, 1806

Filed June 9, 1807

Recorded in D. B. "D" page 181

Re-recorded in D. B. "D" page 16

Two witnesses

Given to secure the payment of \$644.00 due December 16, 1807; \$614.00 due December 16, 1808; \$584.00 due December 16, 1809; \$554.00 due December 16, 1810 and \$424.00 due December 16, 1811.

December 16, 1806. Duly acknowledged.

Not satisfied of record.

SECTION 28

Estate of Jedediah H. Lewis

The Probate Court Records, Franklin County, Ohio (Administration Docket 1, page 10) show that Jedediah H. Lewis died on _____ and October Term (25th) A. D. 1807, Sabra Lewis and Stephen Maynard were appointed administrators of said decedent's estate.

June Term (17th) A. D. 1809. Proceedings for the sale of real estate.

Oct. Term (13th) A. D. 1809. Proceedings for the sale of real estate.

Feb. Term (16th) A. D. 1810. Dower assigned to widow, Sabra Lewis.

May Term, 1810. Accounts filed for settlement allowed and ordered.

SECTION 29

Estate of Jedediah H. Lewis,
deceased.

Petition to sell real estate.
No complete record
Journal B, page 223.

Saturday June 12th, 1809.

This day came Stephen Maynard, Administrator, and Sabra Lewis, Administratrix of the estate of Jedediah H. Lewis, deceased, by their attorney and exhibit to the Court their petition which is as follows;
to-wit:

To the Honorable, the Judges of the Court of Common Pleas,
Franklin County;

The petition of Stephen Maynard and Sabra Lewis, Administrators of the estate of Jedediah H. Lewis, deceased, Your petitioner states that there is not personal property sufficient to pay all the demands against said estate deducting the widow's third, her wearing apparel, one bed and bedding, the expences of the last sickness, funeral charges and the costs of Administration.

Your petitioner therefore prays that your Honors will direct the following tracts of land to be sold, to-wit: The west part of Lot No. 26 in the first division of lots, the 3d Quarter, 2nd Township, 18th Range,

Military Warrant, Franklin County, bounded as follows:

SECTION 30

Beginning on the west side of the County Road 44 rods and 4 links south of the town plat of Worthington and running thence north to the town plat; thence west to the southwest corner of the said plat; thence north about 26 rods to the northeast corner of said Lot No. 26; thence west to the center of Whetstone Creek; thence down the center of said creek to a point which shall be due west from the place of beginning; thence east to the first mentioned boundaries supposed to contain 77 acres, be the same more or less, with the buildings thereon standing which said piece of land was mortgaged to Moses Byxbe by the said J. H. Lewis in the lifetime of said Lewis for the payment of \$2,820.00, the said Sabra Lewis, widow of said Lewis, and Administratrix of said estate, is willing to relinquish her right of dower out of said lands by having 25 acres allowed her as dower out of said land lying on the southeast corner of said tract.

Your petitioners pray the following lots of land lying in Worthington may be also sold to-wit: Inlot No. 82 deeded by Wm. Thompson to said Lewis, Lot No. 73, and Lot No. 38.

Your petitioner further states that the said Sabra, widow and administratrix as aforesaid, is willing to relinquish her right of dower to the lots of land for the benefit of said estate.

Stephen Maynard, Administrator,
Sabra Lewis, Administratrix.

SECTION 31

Whereupon it is ordered by the Court that Samuel Beach, Alexander Morrison, Jr. and Zophar Topping be appointed appraisers to value and appraise the said lots of land mentioned in said petition after the widow's dower aforesaid is deducted and make return thereof under oath to the next term of this Court according to law.

Levin Belt.
Journal B, page 247

Friday, October 13, 1809.

It being made to appear to this Court by the representation of Stephen Maynard, Administrator, and Sabra Lewis, Administratrix, of the estate of Jedediah H. Lewis, deceased, who died intestate, that it is

SECTION 32

necessary in order to pay the debts of the said Jedediah H. Lewis, deceased, that the lands belonging to his estate in this County be sold and it appearing to the Court that the commissioners who had been appointed to value and appraise the lands belonging to the deceased had been valued and appraised accordingly.

Therefore it is ordered by the Court that the said Stephen Maynard and Sabra Lewis be and they are hereby empowered and licensed to make sale of Survey or Inlot 82 in the Town of Worthington with the buildings thereon, Lot No. 73 in said Town of Worthington, also Lot No. 98 in said Town, also 52 acres of land being the west part of Farm Lot No. 26 with the saw mill and all the privileges and improvements thereunto belonging except 25 acres of land being part of said lot which is set out in lieu of the widow's dower.

SECTION 33

It is further ordered by the Court that the sale of the above described tracts or lots of land be made at Worthington on the 12th of December next and that a credit until the 1st day of January 1810 for one-third part be give, a credit until the 1st day of January, 1811 be given for one-third part and a credit until the 1st of January 1812 be given for the other third part, "be given" to the purchaser or purchasers by giving bond with two sufficient securities for the several payments and that six weeks public notice of the time and place of sale be given in the Scioto Gazette previous to the sale and it is further ordered that leave be given the said Administrator until the next term for settling said Administrator's account.

Journal B, page 287.
February 16th, 1810

SECTION 34

On motion of Sabra Lewis, widow and administratrix of the estate of Jedediah H. Lewis, deceased, by R. Osborn, her attorney, pray that 25 acres of land be set off to her as her right of dower of Lot No. 26, containing 77 acres, and Lots Nos. 82, 73 and 38, agreeable to the prayer of the petitioners, Sabra Lewis and Stephen Maynard.

Whereupon it is ordered by the Court that the said Sabra Lewis be

allowed the said 25 acres of land as her right of dower in the aforesaid lots agreeable to the aforesaid petition and that the same be set off to her accordingly.

SECTION 35

Marriages

The Probate Court records of Franklin County, Ohio (Marriage Record 2 page 95) show that on November 27, 1821 the marriage of Elias Lewis and Martha Wyley was solemnized.

The Probate Court records of Franklin County, Ohio, (Marriage Record 2 page 95) show that on November 29, 1821 the marriage of Charles Wyley and Lucy Lewis was solemnized.

The Probate Court records of Franklin County, Ohio, (Marriage Record 2, page 95) show that on November 29, 1821 the marriage of Isaac Wyley and Eliza Lewis was solemnized.

The Probate Court records of Franklin County, Ohio (Marriage Record 2 page 184) show that on June 10, 1827 the marriage of J. H. Lewis and Sarah Bigelow was solemnized.

The Probate Court records of Franklin County, Ohio, (Marriage Record 2, page 190) show that on October 17, 1827 the marriage of Martin L. Lewis and Eliza A. Johnson was solemnized.

The Probate Court records of Franklin County, Ohio, (Marriage Record 6 page 284) show that on May 22, 1856 the marriage of Nathan Ahlefeld and Celia E. Wiley was solemnized.

SECTION 36

Eliza Wiley's Estate

Upon examination in the Probate Court of Franklin County, Ohio
I find no record of a will or any administration upon the estate of
Eliza Wiley, deceased.

SECTION 37

Heirs

In aid to the examiner, I list the following heirs of Jedediah
Lewis, deceased, as they appear from the recitals in the various deeds
from said heirs:

1. Jedediah H. Lewis and wife Sarah J.
 2. Prudence Peck, widow of Stephen L.
 3. Martin L. Lewis and wife Ann or Eliza A.
 4. Lucy Wiley and husband Charles
 5. Elias Lewis Senior, widower of Martha
 6. The heirs of Eliza and Isaac Wiley, deceased
 - a. Albert Wiley and wife Ann
 - b. Celia E. Ahlefeld and husband Nathan
-

SECTION 41

Jacob Martin and
Joann C. Martin,
his wife,

to

Ezra Gilbert.

Deed.

Signed and sealed December 1, 1864

Filed December 29, 1864

Recorded in D. B. 82, page 269

Two witnesses.

Consideration \$1500.00

Revenue \$1.50.

Grant, bargain, sell and convey to the said (grantee) his heirs and assigns forever, the following premises in the town of Worthington, Franklin County, Ohio: Lots Nos. 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, as may be seen by the Plat of Additional Streets and Lots on record in said Franklin County. Said Blocks of Lots and bounded west on Hiram Street, south on George_ Street, east on Mason Street, north on Factory Street:

Also the following described part of Farm Lot No. 26 adjoining the foregoing described town lots on the east being in Range 18, Township 2, Quarter Township 3, beginning at the southeast corner of Mason and Factory Streets; thence South on the east side of Mason Street to lands owned by Moses Maynard's heirs; thence east on the north line of said lands belonging to Moses Maynard's heirs; 13 rods and eleven links to a stake; thence north to Factory Street; thence westerly 13 poles and 11 links to the place of beginning, being the same parcels of land conveyed to said Jacob Martin, respectively, by James Gilruth and wife, and J. H. Lewis and wife, and all the estate, title and interest of the said Jacob Martin and wife, either in law or equity of in and to the said premises; together with all the privileges and appurtenances to the same belonging and all the rents, issues and profits thereof.

To have and to hold the same to the only proper use of the said (grantee), his heirs and assigns forever.

Covenants of seizin, right to convey, free and clear, and warranty.

Special release of dower by wife.

December 1, 1864. Acknowledged before Jos. C. Plumb, Notary

SECTION 39

J. H. Lewis and
Sarah I. Lewis,
his wife

to

Jacob Martin

Deed

Signed and sealed December 6, 1865

Filed July 16, 1857

Recorded in D. B. 63, page 161

Two Witnesses

Consideration \$400.00

Bargain, sell and convey unto said (grantee), his heirs and assigns forever, the following premises in Sharon Township, "Frank" County, Ohio, to-wit:

It being a piece of land taken off a twenty-five acre tract of land known as lands owned by the heirs of Jedediah H. Lewis, deceased, it being Range 18, Township 2, Quarter Township 3 and Lot 26 and bounded and described as follows, to-wit: Beginning at the northwest corner of the above named tract of land on the south side of a road running westerly from the plank road to the building formerly used as a factory since for a steam mill at a post and stones from thence south on the west end of the above named tract of land to the north line of lands owned by Moses Maynard; thence east on said Maynard north line 13 rods and 11 link_ to a stake; thence north to the said mentioned road; thence westerly thirteen poles and eleven links to the place of beginning.

To have and to hold said premises with their appurtenances unto the said (grantee) — heirs and assigns forever.

Covenants of free and clear, right to convey, and warranty.

December 6, 1855. Acknowledged before Stephen L. Peck, Mayor of the Town of Worthington, Franklin County, Ohio.

Wife examined separately and still satisfied.

Note: Grantor, signing as aforesaid, appears as "Jedediah Lewis" throughout deed and acknowledgment.

Note: I find no record of any conveyance from the heirs of Jedediah H. Lewis to J. H. Lewis for the premises above described.

SECTION 40

Sabre Fairfield, _____,

to

Jacob Martin

Deed

Signed and sealed December 6, 1855.

Filed July 16, 1857

Recorded in D. B. 63, page 162.

Two witnesses

Consideration \$12.00

Bargain, sell and quit claim unto the said (grantee), his heirs and assigns forever, all my right, title, claim, interest or demand both at law or equity of a certain piece of land bounded and described as follows, to-wit: Known as a tract of land of Twenty-five acres belonging to the heirs of Jedediah H. Lewis, deceased, it being the west end of said tract and a part of Range No. 18, lot No. 2, quarter "town" 3 and lot 26, commencing on the south side of a road leading from the plank road westerly to the building known as the steam mill, beginning at the northwest corner of the above described tract of land at a stake and stone; thence south on the west end of said land about 46 poles to lands owned by Moses Maynard; thence east 13 poles, 11 links; thence north about 46 poles; thence westerly with said road 13 poles 11 links to the place of beginning, with all and singular the hereditaments and appurtenances thereunto belonging.

No habendum.

December 16, 1856. Acknowledged before Stephen L. Peck, Mayor of the Town of Worthington, Franklin County, Ohio.

Note: The Probate Court records of Franklin County, Ohio (Marriage Record 3 page 160) show that "Lubra Fanfield" and Perkins Fanfield were married October 25, 1836.

In D. B. 32 page 224 Sabra Fairfield appears as the wife of Perkins Fairfield.

The said Sabra appears to be the widow of Jedediah H. Lewis.

SECTION 41

Jacob Martin and
Joann C. Martin,
his wife,

to

Ezra Gilbert

Deed

Signed and sealed December 1, 1864

Filed December 29, 1864

Recorded in D. B. 82, page 269

Two witnesses

Consideration \$1500.00

Revenue \$1.50

Grant, bargain, sell and convey to the said (grantee) his heirs and assigns forever, the following premises in the town of Worthington, Franklin County, Ohio: Lots Nos. 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, as may be seen by the Plat of Additional Streets and Lots on record in said Franklin County. Said Blocks of Lots and bounded west on Hiram Street, south on George_ Street, east on Mason Street, north on Factory Street:

Also the following described part of Farm Lot No. 26 adjoining the foregoing described town lots on the east being in Range 18, Township 2, Quarter Township 3, beginning at the southeast corner of Mason and Factory Streets; thence South on the east side of Mason Street to lands owned by Moses Maynard's heirs; thence east on the north line of said lands belonging to Moses Maynard's heirs 13 rods and eleven links to a stake; thence north to Factory Street; thence westerly 13 poles and 11 links to the place of beginning, being the same parcels of land conveyed to said Jacob Martin, respectively, by James Gilruth and wife, and J. H. Lewis and wife, and all the estate, title and interest of the said Jacob Martin and wife, either in law or equity of in and to the said premises together with all the privileges and appurtenances to the same belonging and all the rents, issues and profits thereof.

To have and to hold the same to the only proper use of the said (grantee), his heirs and assigns forever.

Covenants of seizin, right to convey, free and clear, and warranty.

Special release of dower by wife.

December 1, 1864. Acknowledged before Jos. C. Plumb, Notary Public, Fayette County, Ohio. (Seal)

Wife examined separately and still satisfied.

Note: Grantor, signing as aforesaid, appears as Joanna C. Martin in body of deed and in the acknowledgement thereof.

SECTION 42

Sarah J. Lewis
J. N. Lewis
M. L. Lewis
Lucy Wiley
Ann Wiley
Albert Wiley
Elias Lewis
Celia Ahlefeld
Charles Wiley
N. Ahlefeld
Eliza A. Lewis

Deed

Signed and sealed September 4, 1887
Filed May 4, 1871
Recorded in D. B. 104, page 604
Witnesses: George Taylor
Wm. Bishop and P. W. Stumm
Consideration \$1.00.
Revenue \$.50

to

Prudence Peck.

Recites: That Jedediah H. Lewis, Martin L. Lewis, Lucy Wiley, Elias Lewis, the heirs of Eliza Wiley dec'd, Ann Wiley, Ann Lewis, Sarah J. Lewis, N. Ahlefeld and Charles Wiley do hereby remise, release and forever quit claim to the said (grantee) her heirs and assigns forever, a part of farm lot No. 26 Range 18, Town 2, Quarter Town 3, beginning on the south side of a road leading west from the Plank Road to the Factory ground at the northeast corner of Ezra Gilbert's land; thence south 44 rods to the north line of the old Maynard farm; thence east 13 rods and 7 links to M. L. Lewis' land; thence north 44 rods to said road; thence west 13 rods and 7 links to said place of beginning containing $3\frac{1}{2}$ acres and 28 rods of land. Said land is in Worthington School District Franklin County, Ohio, and all the estate title and interest of the said Jedediah H. Lewis, Martin L. Lewis, Lucy Wiley, Elias Lewis, the heirs of Eliza Wiley deceased, Ann Wiley, Ann Lewis, Sarah J. Lewis, N. Ahlefeld and Charles Wiley either in law or equity of, in and to the said premises, together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof.

To have and to hold the same to the only proper use of the said Prudence Peck.

September 15, 1867. Acknowledged by Jedediah H. Lewis, Martin L. Lewis, Lucy Wiley, Elias Lewis, Albert Wiley and Celia Wiley (Now Celia Ahlefeld) Heirs of Eliza Wiley deceased, Sarah J. Lewis and Charles Wiley before George Taylor, Justice of the Peace, Franklin County, Ohio.
(Seal)

SECTION 43

January 6, 1868. Acknowledged by Nathan Ahelfeld and Celia Ahelfeld before P. W. Stumm, Justice of the Peace, Hardin County, Ohio.

District of Kansas, ss.

Before me, a U. S. Commissioner in and for said District personally appeared Ann Wiley and acknowledged the signing of the foregoing instrument to be her voluntary act and deed.

In Testimony Whereof I have hereunto set my hand and seal this 19th day of February 1868.

Sac & Fox Agency

E. B. Penn (Seal)
U. S. Commissioner

April 29, 1868. Acknowledged by Eliza A. Lewis separate and apart from her husband (M. L. Lewis) before J. M. Stephens, "J. P. J. C." Jefferson County, Kentucky.

SECTION 44

Prudence Peck, _____,

to

Ezra Gilbert.

Deed.

Signed and sealed July 29, 1871

Filed October 23, 1871

Recorded in D. B. 106, page 416

Two witnesses

Consideration \$400.00

Revenue \$.50

Grant, bargain, sell and convey to the said (grantee), his heirs and assigns forever, the following real estate situated in the County of Franklin, in the State of Ohio and in the township of Sharon and bounded and described as follows:

Being a part of "Town" Lot No. 26, Range 18, Town_ 2, Quarter Town_ 3, beginning on the south side of a road leading west from the Plank Road to the factory ground at the northeast corner of Ezra Gilbert's land; thence south 44 rods to the north line of the old Maynard farm; thence east 13 rods and 7 links to land formerly owned by M. L. Lewis; thence north 44 rods to said road; thence west 13 rods and 7 links to said place of beginning, containing $3\frac{1}{2}$ acres and 28 rods, more or less.

To have and to hold with appurtenances, etc., to the said (grantee) his heirs and assigns forever.

Covenants of seizin, free and clear and warranty.

Special release of dower by grantor.

July 29, 1871. Acknowledged before W. F. Griswold, Notary Public, Franklin County, Ohio. (Seal)

SECTION 45

Jedediah H. Lewis
and others

to

Martin L. Lewis

Deed
Dated September 10, 1867.
Filed
Recorded in D. B. 104, page 607.

Record burned

SECTION 46

M. L. Lewis and
Eliza A. Lewis,
his wife,

to

"W. W. Beckett"

Deed

Signed and sealed May 18, 1871
Filed June 10, 1871
Recorded in D. B. 105, page 200
No. witnesses
Consideration \$500.00
Revenue \$.50

Grant, bargain, alien, release, sell and convey to the said (grantee), his heirs and assigns forever, a part of Farm lot No. 26, Range 18, "Town" 2, Quarter "Town" 3; Beginning on the south side of a road leading west from the Plank Road to the Factory ground at the northeast corner of Prudence Peck's land; thence south forty-four rods to the north line of the old Maynard farm; thence east thirteen rods seven links to Lucy Wilcox's lands; thence north forty-four rods to said Road; thence west thirteen rods and seven links to the place of beginning, containing three acres and one half and twenty-eight rods of land.

Also other property.

To have and to hold said two tracts or parcels of land with all and singular the appurtenances thereto appertaining unto the said (grantee), his heirs and assigns forever, to his and their only benefit and behoof and use.

Covenant of warranty.

Special release of dower by wife.

May 18, 1871. Acknowledged before N. R. Wilson, Commissioner for Ohio in Louisville, Ky. (Seal)

Wife examined separately and still satisfied.

Note: Grantors signing as aforesaid, appear as Martin L. Lewis and Eliza Ann Lewis in the body of deed.

SECTION 47

"William B. Bickett", _____,

to

Ezra Gilbert.

Deed

Signed and sealed August 3, 1871

Filed October 23, 1871

Recorded in D. B. 106, page 418

Two witnesses

Consideration \$400.00

Revenue \$.50

Grant, bargain, sell and convey to the said (grantee), his heirs and assigns forever, the following real estate situated in the County of Franklin, in the State of Ohio and in the Township of Sharon and bounded and described as follows:

A part of farm lot No. 26, Range 18, "Town" 2, Quarter "Town" 3; Beginning on the south side of a road leading west from the plank road to the Factory ground at the north east corner of Prudence Peck's land; thence south 44 rods to the north line of the old Maynard Farm; thence east 13 rods and 7 links to Lucy Wiley's land; thence north 44 rods to said road; thence west 13 rods and 7 links to the said place of beginning, containing 3 acres and 1/2 and 28 rods of land, more or less.

To have and to hold with appurtenances, etc., to the said (grantee), his heirs and assigns forever.

Covenants of seizin, free and clear, and warranty.

August 3, 1871. Acknowledged before W. F. Griswold, Notary Public, Franklin County, Ohio. (Seal)

Note: Grantor, signing as aforesaid, appears as "William W. Bickett" Throughout deed and acknowledgement.

AFFIDAVIT

State of Ohio, Franklin County, SS.

D. H. Welling being by me first duly sworn, says that he was acquainted with William W. Bickett, who on October 23, 1871, quit-claimed to one, Ezra Gilbert, a part of the 30 acre tract of land in and near Worthington Ohio, known as the George Pagels land.

This affiant says that the said William W. Bickett was unmarried on said October 23, 1871.

D. H. Welling

Sworn to before me and subscribed in my presence this 12th day of February, 1924.

(Seal)

Forrest R. Detrick,
Notary Public, Franklin County, Ohio.

Note: The following is a true copy of the original affidavit now in our possession.

SECTION 49

Ezra Gilbert's Estate and Will

The Probate Court Records, Franklin County, Ohio, (Administration) Docket 13, page 7) show that on November 17, 1893, John M. Gilbert and Augustus N. Whiting were appointed Executors of the estate and will of Ezra Gilbert, who died November 11, 1893.

Bond dispensed with.

November 17, 1893. Will admitted to Probate and record.

February 8, 1893. Inventory filed and recorded.

May 20, 1895. First and final account filed.

June 15, 1895. Order to advertise account issued and hearing continued to July 8, 1895.

July 9, 1895. Notice of settlement of account filed and recorded, Account balanced and recorded. Estate settled.

SECTION 50

Will

I copy the following will of record in Will Record "O", page 485, said Probate Court:

I, Ezra Gilbert of the town of Worthington, County of Franklin, and State of Ohio, believing myself to be of sound and disposing mind and memory, do make, publish and declare this my last will and testament, hereby revoking and making null and void all other last wills and testaments by me made heretofore.

First - My will is that all my just debts and funeral expenses shall be paid out of my estate as soon after my decease as shall be found convenient.

Second - I give, devise and bequeath to my daughter Gertrude N. Gilbert, in fee simple one-fourth of all the real estate that may be in my possession at my decease.

Third - I give, devise and bequeath to my daughter, Jane D. Gilbert, in fee simple one fourth of all the real estate that may be in my possession at my decease.

Fourth - I give, devise and bequeath to my remaining four children, namely Ann Eliza Butcher, John M. Gilbert, Theodore R. Gilbert and Mileen H. Whiting the remaining one-half of all the real estate that may be in my possession at my death, each one to share equally.

Fifth - I give, devise and bequeath to my two daughters the said Gertrude N. Gilbert and Jane D. Gilbert all my household goods and furniture, including chairs, tables, beds, bedding, pictures, books, organ, cooking utensils and all articles my house may contain at my decease.

SECTION 51

Sixth - I give, devise and bequeath to my children, said Gertrude N. Gilbert, Jane D. Gilbert, Ann Eliza Butcher, John M. Gilbert, Theodore R. Gilbert and Ellen H. Whiting all my money, notes and such like to be divided equally among them after paying my just debts and funeral expenses.

Seventh - I give, devise and bequeath to my four children the said Ann Eliza Butcher, John M. Gilbert, Theodore R. Gilbert and Ellen H. Whiting all my live stock and farming utensils.

Eighth - I do hereby nominate and appoint the said John M. Gilbert and Augustus N. Whiting executors of this my last will and testament, to serve as such without bonds.

In testimony whereof I have set my hand to this my last will and testament, at Worthington, Ohio, this Twelfth day of August in the year of our Lord One thousand, eight hundred and ninety-three.

Ezra Gilbert (Seal)

The foregoing instrument was signed by the said Ezra Gilbert in our presence and by him published and declared as and for his last will and testament, and at his request and in his presence we hereunto subscribe our names as attesting witnesses at Worthington, Ohio, this 12th day of August, A. D. 1893.

Amelia S. Fay, Residence Worthington, Ohio

Joseph I. Porter, Residence Flint, Ohio.

Heirs

The Probate Court Record, Franklin County, Ohio (Executors Bonds and Letters 9, page 102) shows the sworn statement of John M. Gilbert and Augustus N. Whiting that Ezra Gilbert died testate on or about the 11th day of November, A. D. 1893, leaving no widow and the following persons his only heirs at law:

Name	Degree of Kinship	P. O. Address
John M. Gilbert	Son	Worthington, Ohio
Ann E. Butcher	Daughter	Worthington, Ohio
Theodore R. Gilbert	Son	Angola, Indiana
Ellen H. Whiting	Daughter	Columbus, Ohio
Gertrud_ N. Gilbert	Daughter	Worthington, Ohio
Jane D. Gilbert	Daughter	Worthington, Ohio

SECTION 53

The Probate Court Records of Franklin County, Ohio, (Administration Docket 16, page 111) show that on January 13, 1904, W. A. Osgood was appointed Administrator de bonis non of the Estate of Ezra Gilbert, deceased, to act in conjunction with John M. Gilbert, surviving executor of said estate.

Bond dispensed with.

January 13, 1904. Appointment made. Letters ordered and issued.

August 21, 1905. First account filed.

October 14, 1905. Notice of settlement of account filed, and account recorded. Account confirmed.

March 12, 1906. Final account filed.

April 14, 1906. Notice of settlement of account filed and account recorded. Account balanced and confirmed. Estate settled. Administrators "and bondsmen" discharged.

SECTION 54

AFFIDAVIT

State of Ohio, Franklin County, SS.

Ezra Gilbert and George Van Loon, being by me first duly sworn, depose and say, each for himself:

That they are both acquainted with the tract of about 30 acres of land now owned by George Pagels and which was conveyed to the said George Pagels by John M. Gilbert and other devisees of Ezra Gilbert, deceased, and which land is described as follows:

Situated in the County of Franklin, in the State of Ohio, and lying in and adjacent to the Town of Worthington and bounded and described as follows:

Beginning at a point in the south side of South Street, at the northwest corner of the Noble farm, thence running westerly along the south side of South Street and Factory Street to the center of the Olentangy River, thence southerly with the center of said Olentangy River to the north line of the Noble farm (formerly the Maynard farm), thence easterly along said north line of the Noble farm to the intersection of said line with the west line of that part of the Noble farm which runs south from South Street, thence northerly along said west line of the Noble farm to the place of beginning, said premises being bounded on the east and south by the Noble farm, on the north by South and Factory Streets and on the west by the center of the Olentangy River.

The said Ezra Gilbert says that he is a son of John M. Gilbert, one of the grantors in the deed to the said George Pagels, and that he is a grandson of Ezra Gilbert who owned said property in his lifetime and left it by will to his children; the said affiant, Ezra Gilbert, says that he remembers and has been familiar with said tract of 30 acres for about 40 years; that said tract of land during all of said period of time has been in the open, notorious, adverse continuous and uninterrupted possession of this affiant's grandfather, of those persons to whom it was left by his will, and of the said George Pagels.

SECTION 55

George Van Loon says that he has been familiar with said tract of ground for 40 years, and that during all of said time, the said tract of land has been in the open, notorious, adverse, continuous and uninterrupted possession of Ezra Gilbert, his children or those to whom he left it by will and the said George Pagels.

This affidavit is made with the qualification that The City National Bank of Columbus has lately acquired some interest in said property by deed from George Pagels and wife.

Ezra Gilbert
Geo. Van Loon

Sworn to before me and subscribed in my presence this 12th day of February, 1924.

(Seal)

Forrest R. Detrick
Notary Public, Franklin County, Ohio

Note: The foregoing is a true copy of the original affidavit now in our possession.

SECTION 56

For Reference

Thomas B. Asbury and
Ann Asbury,
his wife,

to

Asahel M. Nobles

Deed
Signed and sealed February 27, 1880
Filed February 28, 1880
Recorded in D. B. 142 page 384
Two witnesses
Consideration \$1000.00

Recites, do hereby Grant, Bargain, Sell and Convey to the said
(grantee) and his heirs and assigns forever, the following Real Estate,
Situated in the County of Franklin, in the State of Ohio and in the Town-
ship of Sharon and bounded and described as follows:

Being a part of Farm Lot No. twenty six (26) Town two (2) Quarter
town three (3) and Range Eighteen (18). Beginning on the south side of a
road leading west from the "Plank Road" (so called) to the "Factory
Grounds" at the North west corner of land owned by Elias Lewis; thence
west with said Factory road twenty six & 56/100 (26 56/100) Poles; thence
south forty four (44) Poles to the "Maynard farm" (so called); thence east
with the north line of the said "Maynard farm" twenty six & 56/100 (26
56/100) Poles; thence North forty four (44) Poles to the place of beginning.
Containing Seven and 86/100 (7 86/100) Acres more or less. And being the
same two pieces of land sold to Thomas B. Asbury by Jedediah Lewis and wife
by deed dated August 22nd 1876 and Recorded in Book 129, Pages 111 & 112;
and by deed from Lucy L. Wiley dated June 26" 1875 and Recorded in Book
124, Pages 452 Franklin Co. Land Records.

To have and to hold, with the appurtenances, to the said (grantee)
and his heirs and assigns forever.

Covenants of seizin and free and clear except one mortgage given
by Thomas B. Asbury & wife to the Worthington School Board for the sum of
three hundred Dollars and interest due August 1880 which note & Mortgage
the said Asahel Noble assumes to pay.

Covenant of warranty, excepting the 300 Dollars and interest afore-
said.

Special release of dower by wife.

February 27, 1880. Acknowledged by both grantors before W. F.
Griswold, Notary Public, Franklin County, Ohio. (Seal)

Wife separately examined and still satisfied.

SECTION 57

- | | |
|---|-------------------------------------|
| 1. John M. Gilbert, widower, | Deed |
| 2. Gertrude H. Gilbert,
unmarried, | Signed January 15, 1906. |
| 3. Ann Eliza Butcher, widow, | Filed February 2, 1906 |
| 4. Ellen G. Whiting, widow, | Recorded in D. B. 420, page 531 |
| 5. Jane D. Gilbert, unmarried, | Three witnesses as to first five |
| 6. Theodore R. Gilbert, and | signers. |
| 7. Ellen J. Gilbert, his wife | One witness as to last two signers. |
| (Heirs at law of Ezra
Gilbert, deceased) | Consideration \$1.00. |

to

George H. Pagels

Grant, bargain, sell and convey to the said (grantee) his heirs and assigns forever, the following real estate situated in the County of Franklin in the state of Ohio and in the township of Sharon and partly in the Village of Worthington and bounded and described as follows:

Beginning at a point in the south line of South Street in said Village of Worthington, at the northwest corner of the Noble farm; thence running westerly along the south line of south street and Factory street to the center of the Olentangy River; thence southerly with the center of Olentangy River to the north line of the Noble Farm (formerly the Maynard farm) thence easterly along the north line of the Noble farm to the intersection of said line with the west line of that part of the Noble farm which runs south from South Street; thence northerly along said west line of the Noble farm to the place of beginning, said premises being bounded on the east and south by the Noble farm, on the north by South and Factory Streets and on the west by the center of the Olentangy river, said premises containing Inlots numbers 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, and 203 in said Village of Worthington, also sixteen acres, more or less, in acreage in Worthington School District and all of said premises lies in one body of land as above described my metes and bounds.

To have and to hold with appurtenances etc., to the said (grantee) his heirs and assigns forever.

Covenants of seizin, free and clear, and warranty.

Special release of dower by Ellen J. Gilbert.

January 15, 1906. Acknowledged by Grantors 1 - 2 - 3 - 4 and 5
before M. U. Ricketts, Notary Public, Franklin County, Ohio. (Seal)

January 25, 1906. Acknowledged by Grantors 6 and 7 before John
G. Yeagley, Notary Public, Steuben County, "Ohio". (Seal)

From D. B. 302, page 148 it appears that Theodore R. Gilbert
lived at Angelo, Steuben County, Indiana.

SECTION 58

George H. Pagels and
Mary R. Pagels, his wife,

to

John M. Gilbert
Theodore R. Gilbert
Gertrude N. Gilbert
Jane D. Gilbert
Ann Eliza Butcher
Ellen G. Whiting

Mortgage for \$3000.00
On premises described
at section 57
(D. B. 420, page 531)
Executed February 1, 1906
Recorded in M. R. 347, page 19

The following entry appears on the margin of the record of said
mortgage:

The conditions of the within mortgage having been complied with
we hereby cancel and release the same this 9th day of February, 1915.

John M. Gilbert
Theodore R. Gilbert
Ellen G. Whiting
Gertrude N. Gilbert
Jane D. Gilbert
Ann Eliz_ Butcher.

Copied from the original mortgage March 20, 1915.

W. A. Fishinger, Recorder
By Charles Young, Deputy.

SECTION 59

George H. Pagels and
Mary R. Pagels, his wife,

to

The Worthington Savings
Bank Company

Mortgage for \$5000.00
On, among others, premises
described at section 57
(D. B. 420, page 531)
Executed _____, 1909.
Recorded in M. R. 458, page 39.

The following entry appears on the margin of the record of said
mortgage:

The conditions of the within mortgage having been complied with
we hereby cancel and release the same this 9th day of February, 1915.

The Worthington Savings Bank Co.,
By. B. S. Wellman, Pres.,
Stella G. Nelson, Secy.

Copied from the original mortgage February 10, 1915.

W. A. Fishinger, Recorder
Charles Young, Deputy.

SECTION 60

George H. Pagels and
Mary H. Pagels, his wife,

to

The worthington Savings
Bank Company

Mortgage for \$4000.00
On premises described
at section 57
Executed February 9, 1915
Recorded in M. R. 482, page 328

The following entry appears on the margin of the record of said
mortgage:

February 9, 1916

The conditions of the within mortgage having been complied with,
the same is hereby satisfied and discharged.

The Worthington Savings Bank Company,
By B. S. Wellman, Pres., and
Anna D. Davis, Cashier.

Copied from the original mortgage, February 11, 1916.

H. W. Frillman, Recorder,
C. E. Prentice, Deputy.

SECTION 61

George H. Pagels and
Mary R. Pagels, his wife,

to

The Worthington Savings
Bank Company.

Mortgage for \$4000.00
On premises described
at section 57
D. B. 420, page 531)
Executed June 13, 1916
Recorded in M. R. 482, page 350

The following entry appears on the margin of the record of said
mortgage:

The conditions of the within Mortgage having been complied with,
and the same is hereby satisfied and discharged.

The Worthington Savings Bk, Co.,
Worthington, Ohio
By Frank E. Archer, Pres.

Copied from the original mortgage February 18, 1924.

R. J. Williams, Recorder,
W. R. Pretsch, Deputy Recorder.

SECTION 62

George H. Pagels and
Mary R. Pagels, his wife,

to

The John Cashatt Company.

Mortgage for \$12,678.73
On, among others, premises
described at section 57.
(D. B. 420, page 531)
Executed November 23, 1917
Recorded in M. R. 506, page 350

The following entry appears on the margin of the record of said
mortgage:

The conditions of the within mortgage having been complied with,
the same is hereby cancelled and released this 15th day of March A. D. __20.

The John Cashatt Company
Clara P. Cashatt, President,
Chas. J. Cherrington, Sect'y.

Copied from the original mortgage June 1, 1920.

W. A. Fishinger, Recorder,
By W. T. Meloy, Deputy.

SECTION 63

George H. Pagels, and
Mary R. Pagels, his wife,

to

The Worthington Savings
Bank Company

Mortgage for \$4000.00
On, among others, premises
described at section 57.
(D. B. 420, page 531)
Executed September 10, 19__
Recorded in M. R. 517, page 91.

The following entry appears on the margin of the record of said
mortgage:

The conditions of the within mortgage having been complied with,
we hereby cancel and release the same this 1st day of June, A. D. 1920.

The Worthington Savings Bank Co.,
B. S. Wellman, Pres.

Copied from the original mortgage June 1st, 1920.

W. A. Fishinger, Recorder,
C. H. Kellstadt, Deputy Recorder.

SECTION 64

George H. Pagels and
Mary R. Pagels, his wife,

to

The Worthington Savings
Bank Company

Mortgage for \$2500.00
On premises described
at section 57.
(D. B. 420 page 531)
Executed May 29, 1920
Recorded in M. R. 554, page 357.

The following entry appears on the margin of the record of said
mortgage:

The conditions of the within mortgage having been complied with,
we hereby cancel and release the same this 15th day of February, A. D.
1924.

The Worthington Savings Bk. Co.,
By Frank E. Archer, Prest.

Copied from the original mortgage, February 18, 1924.

R. J. Williams, Recorder,
By J. M. Dulsky, Deputy.

SECTION 65

George H. Pagels and
Mary Pagels,
husband and wife,

to

The City National Bank
of Columbus, Ohio.

Deed.

Signed July 15, 1922

Filed July 24, 1922

Recorded in D. B. 723, page 554.

Two witnesses

Consideration \$1.00 and other
good and valuable considerations.

Revenue \$18.00

Grant, bargain, sell and convey to said (grantee) its successors and assigns forever, the following real estate situate in the County of Franklin, in the State of Ohio, and in the Township of Sharon and bounded and described as follows:

Beginning at a point in the south line of South Street in the Village of Worthington, at the northwest corner of the Noble farm; thence running westerly along the south line of South Street and Factory Street to the center of the Olentangy River; thence southerly with the centre of Olentangy River to the north line of the Noble farm (formerly the Maynard farm); thence easterly along the north line of the Noble farm to the intersection of said line with the west line of that part of the Noble farm which runs south from South Street; thence northerly along said west line of the Noble farm to the place of beginning. Said premises being bounded on the east and south by the Noblefarm, on the north by South and Factory Streets and on the west by the center of the Olentangy River. Said premises contain Inlots Numbers 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203 in said Village of Worthington, also 16 acres more or less in acreage in Worthington School District, and all of said premises lies in the body of land as above described by metes and bounds, the foregoing premises were conveyed by John M. Gilbert and others to George H. Pagels by deed dated January 25, 1906, and recorded in Vol. 420, page 531, of the Deed Records of Franklin County, Ohio.

To have and to hold with appurtenances etc., to the said (grantee) its successors and assigns forever.

Covenants of seizin, and free and clear excepting a mortgage indebtedness of about \$6500.00 which the grantee herein does not assume or agree to pay, the grantee acquiring the equity of redemption in said premises only.

Covenant of warranty except as aforesaid.

Special release of dower by wife.

July 15, 1922. Acknowledged before R. F. Davis, Notary
Public, Franklin County, Ohio. (Seal)

SECTION 66

Gilbert A. Bennett,
Plaintiff

Court of Common Pleas,
Franklin County, Ohio.
Appearance Docket 141
Case No. 90414
.

vs.

The City National Bank of
Columbus, Ohio, George H.
Pagels and The Worthington
Savings Bank Company,
Defendants.

July 24, 1922. Petition filed which by reason of an amended
petition we do not abstract.

July 24, 1922. Summons issued to Sheriff, Franklin County,
Ohio, for The City National Bank of Columbus, Ohio, The Worthington
Savings Bank Company, George H. Pagels.

Answerable August 26, 1922; returnable August 7, 1922.

Said writ returned August 5, 1922, endorsed as follows, to-wit:

Received this writ July 25, in the year of our Lord one thousand
nine hundred and twenty-two, at 8 o'clock A. M., and pursuant to its com-
mand, on July 25, in the year of our Lord one thousand nine hundred and
twenty-two, I served the City National Bank of Columbus, Ohio, by
personally handing a true and duly certified copy of this writ with all
the endorsements thereon, to C. W. Tanner, the Cashier of The City
National Bank of Columbus, Ohio. After due and diligent search, I was
unable to find the President, Vice President, Secretary or Treasurer
or any other Chief Officers within my bailiwick.

I also on the 28th day of July, 1922, served The Worthington
Savings Bank Company by personally handing B. S. Willman, the President
of The Worthington Savings Bank Company, a true and duly certified copy
of this writ with all the endorsements thereon.

I also on the 31st day of July, 1922, served the within named
George H. Pagels by personally handing him a true and duly certified
copy of this writ with all the endorsements thereon.

Frank L. Holycross, Sheriff of
Franklin County, Ohio.
By R. Anderson, Deputy.

August 24, 1922. Answer and Cross petition filed by The Worthington Savings Bank Company sets up notes and mortgages securing them recorded in M. R. 482, page 350 and M. R. 554, page 357, and then recites as follows, towit:

SECTION 67

Wherefore, this defendant prays judgment against the defendants, George H. Pagels and Mary R. Pagels in the sum of Six Thousand Five Hundred Dollars, together with interest on Four Thousand Dollars from June 13, 1922, at the rate of eight per cent, per annum, and on Two Thousand Five Hundred Dollars from June 1, 1922, at the rate of seven per cent per annum, and for its costs in this action; that the mortgages described in the Third and Fourth Causes of Action be foreclosed and the real estate described there-in ordered to be sold; that the lien of this defendant under its said mortgages be declared to be the first and best lien on said real estate; that the amount of the judgment in favor of this defendant be ordered to be first paid from the proceeds of the sale of said real estate, and for such other and further relief as may be equitable and proper.

Verified.

August 24, 1922, Entry filed as follows, to-wit:

On motion of the defendant, The Worthington Savings Bank Company, and it appearing that Mary R. Pagels is a necessary party to the complete determination of the issues arising in this cause, it is ordered that Mary R. Pagels be made a part defendant in this action.

August 24, 1922. Summons issued to Sheriff, Franklin County, Ohio, for George H. Pagels and Mary R. Pagels.

Answerable September 23, 1922; returnable September 4, 1922.

Said writ returned on August 26, 1922, endorsed as follows, to-wit:

Received this writ August 24, in the year of our Lord one thousand nine hundred and twenty-two, at 1:30 o'clock P. M., and pursuant to the command, on August 24, in the year of our Lord one thousand nine hundred and twenty-two, I served the same by personally handing a true and duly certified copy of this writ with all the endorsements thereon, to the following within named defendant, Mary R. Pagels.

I also on the same day, left a true and duly certified copy of this writ with all the endorsements thereon at the usual place of residence of the within named defendant, George H. Pagels.

Frank L. Holycross, Sheriff of
Franklin County, Ohio.
By W. Creamer, Deputy.

August 25, 1922. Answer filed by The City National Bank, which by reason of the filing by said bank of an answer to an amended petition, we do not show.

SECTION 68

January 20, 1923. Amended Petition filed sets up unrecorded rights in premises under investigation held by virtue of an option between plaintiff and defendant, Geo. H. Pagels; sets forth the conveyance by said Pagels to defendant, The City National Bank by deed of record in Deed Book 723, page 554; and recites as follows, to-wit:

Wherefore, plaintiff prays that The City National Bank of Columbus, Ohio, be found and determined to hold said above described real estate under its said deed of July 15, 1922, as trustee in trust for this plaintiff under his said contract with the said defendant, Pagels; that the said defendant, The City National Bank of Columbus, Ohio, be ordered and directed to convey said property to this plaintiff by general warranty deed in fee simple, free and clear of all claims, liens and encumbrances as in said contract it was agreed by the said Pagels to be conveyed; that the defendant, George H. Pagels, be ordered and directed to duly execute and deliver to this plaintiff whatever conveyance, if any, may be found by this court to be necessary, desirable or proper to vest in this plaintiff the fee simple title to said property, free and clear of all liens, claims and encumbrances as in said contract, Exhibit "A", it was agreed to be conveyed; that this plaintiff's said contract of purchase may be specifically enforced by this court, or, upon the failure and refusal of the said defendants, or either of them, to convey said property in accordance with the terms and provisions of said contract and the decrees of this court; that the order and decree of this court so to do shall stand as and be considered as a due and legal conveyance of the same to this plaintiff, in accordance with the terms and provisions

thereof; that the defendant, The Worthington Savings Bank Company, be required to set forth the amount and extent of its interest in or claim upon said premises, if any, or be forever barred from asserting the same, and generally, that this plaintiff be granted any and all other and further relief to which he may be entitled in the premises or which may be considered necessary, proper, desirable or equitable as between the parties hereto.

R. J. Bartlett and
James M. Butler,
Attorneys for plaintiff.

Verified.

Attached is copy of option marked Exhibit A.

SECTION 69

February 13, 1923. Answer filed by The City National Bank to the amended petition of plaintiff recites admissions of some statements of plaintiff; sets forth facts showing unfairness to creditors of said Geo. H. Pagels of action in accordance with said option; and then recites as follows, to-wit:

Further pleading this answering defendant says that the wife of the said George H. Pagels, was, on or about March 13, 1922, when said written option was executed and delivered, the owner of an inchoate right of dower in said premises, that she never signed said option, that the said option was signed without her knowledge and she never agreed to release or convey her inchoate right of dower to the plaintiff, that she conveyed to the said The City National Bank her inchoate right of dower in said premises for the sole and express purpose of securing the Bank against loss by reason of the loans which it had made to her husband, the said George H. Pagels.

Nevertheless this answering defendant is ready and now offers, upon the full compliance by the plaintiff with the terms of his option, to convey to plaintiff said land, but retaining for itself the security which the wife of the said George H. Pagels gave to it, that is to say,

the inchoate right of dower in said premises, which was conveyed to this answering defendant to secure it against loss by reason of the indebtedness owing to it by the said George H. Pagels; this answering defendant will execute and deliver a deed of conveyance for the interest which George H. Pagels had in the property, upon the compliance by the plaintiff with his contract.

In the alternative this answering defendant will repay to plaintiff the sums, with interest, from the respective dates of payment, which plaintiff made to the said George H. Pagels upon said written option, upon the cancellation of said option by the said plaintiff, and this defendant here offers to repay the same with interest, from the respective dates of payment.

Wherefore this answering defendant asks that said amended petition may be dismissed as to it, that it may go hence without day, and recover its costs in this behalf expended, and for all other and further relief to which it may be entitled either in law or equity.

Chas. J. Pretzman, Attorney
for the City National Bank.

Verified.

SECTION 70

February 14, 1923. Summons issued to Sheriff, Franklin County, Ohio, for The City National Bank of Columbus, Ohio, and George H. Pagels on the amended petition.

Answerable, March 17, 1923; returnable February 26, 1923.

Said writ returned on February 20, 1923, endorsed as follows, to-wit:

Received this writ Feb. 14, in the year of our Lord one thousand nine hundred and twenty-three, at 3 o'clock P. M., and pursuant to its command, on Feb. 15 in the year of our Lord one thousand nine hundred and twenty-three, I served the City National Bank of Columbus, Ohio, by personally handing a true and duly certified copy of this writ with all the endorsements thereon, to C. W. Tanner, Cashier of The City National Bank of Columbus, Ohio.

After due and dilignet search I was unable to find the President, VicePresident, Secretary or Treasurer or any other Chief Officers within by bailiwick.

I also on the 19th day of Feb. 1923, served the within named George H. Pagels by personally handing him a true and duly certified copy of this writ with all the endorsements thereon.

Frank L. Holycross, Sheriff of
Franklin County, Ohio
By R. Anderson, Deputy

SECTION 71

March 21, 1923. Reply filed.

May 10, 1923. Waiver filed as follows, to-wit:

The defendant, The City National Bank, of Columbus, Ohio, hereby waives the issue and service of summons on the cross-petition filed herein by the defendant, The Worthington Savings Bank Company, and enters its appearance as a defendant to said cross-petition.

Chas. J. Pretzman,
Attorney for The City National Bank.

May 10, 1923. Waiver filed as follows, to-wit:

The plaintiff, Gilbert A. Bennett, waives the issue and service of summons on the cross-petition filed in the above entitled action by The Worthington Savings Bank Company, and enters his appearance to said cross-petition.

James M. Butler and
Ralph J. Bartlett, Attorney
for Gilbert A. Bennett.

June 16, 1923. Entry filed as follows, to-wit:

This day this cause came on to be heard upon the motion of the plaintiff, Gilbert A. Bennett, by his attorneys, to advance this case for trial out of its regular order. The Court being fully advised in the premises finds said motion to be well taken and the Court doth sustain the said motion. It being found that this case involves the construction of general statutes, that it is an equitable proceedings for specific performance to be heard and decided by the Court, and that it is a case of general interest. The Court therefore orders that this case be advanced for trial out of the regular order.

February 13, 1924. Entry filed as follows, to-wit:

This day the above matter came on to be heard upon the petition of the plaintiff, the answer and cross petition on The Worthington Savings Bank Company, the answer of The City National Bank, the reply of the plaintiff to the answer of The City National Bank, the amended petition "and" of the plaintiff and upon the evidence was argued by counsel and submitted to the Court.

SECTION 72

On consideration whereof and being duly advised in the premises, the Court finds on the issues joined that the equity of the case is with the City National Bank and against the plaintiff, Gilbert A. Bennett and that the plaintiff is not entitled to the relief asked for by him in his petition.

The Court finds from the evidence that the plaintiff is not entitled to a decree of specific performance or any other relief prayed for by him in the petition.

It is therefore ordered, adjudged and decreed by the Court that this decree be entered in favor of The City National Bank and against the plaintiff, that the amended petition of the plaintiff be dismissed, that the defendants go hence without day, and by agreement of the parties the costs shall be paid one-half by the plaintiff and the other half by The City National Bank. All right of appeal and the right to prosecute error from this decree is hereby waived by plaintiff and all other parties hereto.

Costs as taxed \$48.95 unpaid, of which on February 14, 1924, \$24.48 was deposited by plaintiff.

SECTION 73

Gilbert A. Bennett and
Minnie R. Bennett,
his wife,

to

The City National Bank
of Columbus

Deed
Signed February 4, 1924
Filed February 13, 1924
Recorded in D. B. 759, page 165
Two witnesses
Consideration \$1.00 and other
valuable considerations.

Remise, release and forever quit claim to the said (grantee), its
successors and assigns forever, same premises described at section 65.

To have and to hold with appurtenances, etc., to the said (grantee)
its successors and assigns forever.

Special release of dower by wife.

February 4, 1924. Acknowledged before Claude J. Bartlett, Notary
Public, Franklin County, Ohio (Seal)

SECTION 74

The City National Bank
of Columbus,
By Foster Copeland, President,
By R. F. Davis, Cashier,
(Corporate Seal)

to

Deed
Signed December 30, 1926
Filed January 4, 1927
Recorded in D. B. 851, page 583
Two witnesses
Consideration \$1.00 and other
good and valuable considerations.

The High-Gay Realty Company

Grant, bargain, sell and convey to the said (grantee), its successors and assigns forever, the following real estate, situated in the County of Franklin, in the State of Ohio and in the Township of Sharon and Village of Worthington, and bounded and described as follows:

Beginning at a point in the south line of South Street in the Village of Worthington at the Northwest corner of the Noble Farm; thence running westerly along the south line of South Street and Factory Street to the center of the Olentangy River; thence southerly with the center of the Olentangy River to the north line of the Noble Farm (formerly the Maynard Farm); thence easterly along the North line of the Noble Farm to the intersection of said line with the west line of that part of the Noble Farm which runs south from South Street; thence Northerly along said west line of the Noble Farm to the place of beginning, excepting however, all legal highways included within said boundaries.

Being the same premises which were conveyed to The City National Bank of Columbus by George H. Pagels and wife by deed dated July 15, 1922 recorded in Deed Book 723, page 554, Recorder's Office, Franklin County, Ohio, and by Gilbert A. Bennett and wife by deed dated February 4, 1924 recorded in Deed Book 759, page 165, Recorder's Office, Franklin County, Ohio.

To have and to hold with appurtenances etc., to the said (grantee) its successors and assigns forever.

Covenants of seizin and free and clear except the taxes and installments of assessments demandable and payable after the date of this instrument, which taxes and installments of assessments demandable and payable after the date of this instrument, the Grantee herein assumes and agrees to pay as part of the consideration for the conveyance of these premises.

SECTION 75

Covenant of warranty except as aforesaid.

In Witness Whereof, The said The City National Bank of Columbus, by Foster Copeland, its President and R. F. Davis, its Cashier, by authority of resolution duly adopted by its Board of Directors on December 28, 1926 has caused its name to be hereunto subscribed and its corporate seal to be hereto affixed this etc.

December 30, 1926. Personally came the above named Foster Copeland, F. R. Davis to me known and known to me to be the President and Cashier, respectively, of The City National Bank of Columbus, the corporation which executed the foregoing Deed, and severally acknowledged that they did sign and seal said instrument for and on behalf of said corporation and that the same is their free act and deed as such officers respectively and the free and corporate act and deed of said The City National Bank of Columbus before Cecile E. Cowey, Notary Public, Franklin County, Ohio.

(Seal)

SECTION 76

Articles of Incorporation of The High Gay Realty Co.

These Articles of Incorporation of The High-Gay Realty Company, Witnesseth, That we, the undersigned, all of whom are citizens of the State of Ohio, desiring to form a corporation, for profit, under Sections 8728-1 et seq. of the General Code, do hereby certify:

First: The name of said corporation shall be The High-Gay Realty Company.

Second: Said corporation is to be located at Columbus, in Franklin County, Ohio, and its principal business there transacted.

Third: Said corporation is formed for the purpose of dealing in, managing, buying, holding, leasing, renting, owning, selling and improving lands, lots and real estate of every kind and description, and of acquiring leases, interests, claims, liens and titles therein and thereto, of collecting rentals, of buying, subdividing, improving and selling lots, and of doing each and everything in connection with the foregoing powers and purposes desired by it and not in contravention of the laws of the State of Ohio.

Fourth: The total number of authorized shares in common stock without nominal or par value which may be issued by the corporation is three thousand (3000) shares.

Fifth: The amount of common capital with which the corporation will begin to carry on business is Five Hundred Dollars (\$500.00).

In Witness Whereof, we have hereunto set our hands this 14th day of December, A. D. 1926.

Alfred Copeland,	20 East Broad St.,
R. W. Laylin	20 East Broad St.,
Elmer Jones	35 N. 4th St.,
Foster Copeland	20 East Broad St.,
Alexander W. Forrest	33 N. High St.,

December 14, 1926. Acknowledged by all aforesaid incorporators, before Allen Pretzman, Notary Public, Franklin County, Ohio (Seal)

Attached is a certificate under seal and dated December 14, 1926, of Harold G. Gockenbach, Clerk of the Court of Common Pleas, of Franklin

County, Ohio, certifying as to the official character of aforesaid Notary and that he was duly commissioned and qualified and authorized as such to take said acknowledgment; and further that he is well acquainted with his handwriting and believes the signature to be genuine.

Filed December 22, 1926.

Recorded in Records of Incorporations Vol. 349, page 25, Office of the Secretary of State, at Columbus, Ohio.

SECTION 77

Certificate of Subscription

Columbus, Ohio, December 27, 1926

To the Secretary of State, Columbus, Ohio:

We, the undersigned incorporators of The High-Gay Realty Company, do hereby certify that on the 24th day of December, 1926, all the incorporators of said Company, did order, in writing, that books be opened for subscriptions to the Capital Stock of said Company, at the Office of The City National Bank of Columbus, No. 20 East Broad Street, Columbus, Ohio, on the 27th day of December, 1926, at 10 o'clock A. M., and at the same time waive, in writing, the notice of publication of the time and place of such opening of books of subscription, required by law; and further, said books having been opened at the time and place ordered that not less than five persons subscribed for at least one share each of the capital stock, and paid ten per cent on each share subscribed.

Alfred T. Copeland
R. W. Laylin,
Elmer Jones,
A. W. Forrest,
Foster Copeland, Incorporators.

Filed December 29, 1926.

Recorded in Records of Incorporations Vol. 344, page 205, in the Office of the Secretary of State, at Columbus, Ohio.

SECTION 78

Certificate of Payment of Common Capital Stock

Columbus, Ohio, December 30, 1926.

To the Secretary of State, Columbus, Ohio:

We, the undersigned, being at least a majority of the Directors of the High-Gay Realty Company, a corporation formed pursuant to the act entitled "An Act to Authorize the Formation and Reorganization of Corporations with Common Stock without Par Value", do hereby certify that the amount of common capital stock stated in the company's articles of incorporation has been fully paid to the corporation in money or in property taken at its actual value.

Elmer Jones,
R. W. Laylin,
A. W. Forrest,
Foster Copeland,
Alfred T. Copeland, Directors.

December 30, 1926. Acknowledged by all the aforesaid directors, before Cecile E. Cowey, Notary Public, Franklin County, Ohio (Seal)

Filed December 30, 1926.

Recorded in Records of Incorporations Vol. 345, page 304, Office of the Secretary of State, at Columbus, Ohio.

SECTION 79

The High-Gay Realty Company
By M. J. Wallace President
By R. W. Laylin Secretary

to

The City National Bank &
Trust Company of Columbus

Deed

Dated May 22, 1935

Filed May 23, 1935

Recorded in D. B. 1030 page 507

Two witnesses

Consideration \$1.00 and other
good and valuable considerations.

Revenue \$4.50

Recites, That The High Gay Realty Company, a corporation organized and existing under the laws of the State of Ohio, does hereby Grant, Bargain, Sell and Convey to the said (grantee), its successors and assigns forever, the following Real Estate, situated in the County of Franklin, in the State of Ohio, and in the Township of Sharon & Village of Worthington and bounded and described as follows:

Beginning at a point in the south line of South Street in the Village of Worthington, at the northwest corner of the Noble Farm; thence running westerly along the south line of South Street and Factory Street to the center of the Olentangy River; thence southerly with the center of the Olentangy River to the north line of the Noble Farm (formerly the Maynard Farm); thence easterly along the north line of the Noble Farm to the intersection of said line with the west line of that part of the Noble Farm which runs south from South Street; thence northerly along said west line of the Noble Farm to the place of beginning, excepting, however, all legal highways included within said boundaries.

Being the same premises which were conveyed to The City National Bank of Columbus by George H. Pagels and wife by deed dated July 15, 1922, recorded in Deed Book 723, page 554, Recorder's Office, Franklin County, Ohio, and by Gilbert A. Bennett and wife by deed dated February 4, 1924, recorded in Deed Book 759, page 165, Recorder's Office, Franklin County, Ohio.

To have and to hold, with the appurtenances, to the said (grantee), its successors, and assigns forever.

Covenants of seizin and free and clear excepting the taxes and installments of assessments demandable and payable after the date of this instrument, which taxes and installments of assessments, demandable and

payable after the date of this instrument, the grantee herein assumes and agrees to pay as part of the consideration for the conveyance of these premises.

Covenant of warranty.

In witness whereof, The said The High-Gay Realty Company, by M. J. Wallace, its President and R. W. Laylin, its Secretary, by authority of Resolution duly adopted by its stockholders on May 20th, 1935, has caused its name to be hereunto subscribed and its corporate seal to be hereto affixed.

SECTION 80

May 22, 1935. Personally came the above named M. J. Wallace and R. W. Laylin, to me known to be the President and Secretary, respectively of The High-Gay Realty Company, the corporation which executed the foregoing Deed, and severally acknowledged that they did sign and seal said instrument for and on behalf of said corporation and that the same is their free act and deed as such officers respectively and the free and corporate act and deed of said The High-Gay Realty Company, for the uses and purposes therein mentioned, before Ella Forquer, Notary Public, Franklin County, Ohio (seal).

SECTION 81

The City National Bank &
Trust Company of Columbus
By W. P. Reiter Vice President
By V. Manley Action Cashier

to

James D. Pinney

Deed

Signed and sealed August 24, 1936
Filed August 24, 1936
Recorded in D. B. 1017 page 551
Two witnesses
Consideration \$1.00 and other
valuable considerations.
Revenue \$8.00

Recites, That The City National Bank & Trust Company of Columbus,
a corporation, does hereby Grant, Bargain, Sell and Convey to the said
(grantee) his heirs and assigns forever, the following Real Estate,
situated in the County of Franklin, in the State of Ohio, and in the
Township of Sharon, Village of Worthington and bounded and described
as follows:

Beginning at a point in the south line of South Street, in the
Village of Worthington, at the northwest corner of the Noble Farm; thence
running westerly along the south line of South Street and Factory Street
to the center of the Olentangy River, thence southerly with the center of
the Olentangy River to the North line of the Noble Farm (formerly the
Maynard Farm); thence easterly along the north line of the Noble Farm to
the intersection of said line with the west line of that part of the
Noble Farm which runs south from South Street; thence northerly along
said west line of the Noble Farm to the place of beginning, excepting,
however, all legal highways included within said boundaries.

Being the same premises which were conveyed to The City National
Bank of Columbus by George H. Pagels and wife by deed dated July 15, 1922,
recorded in Deed Book 723, page 554, Recorder's Office, Franklin County,
Ohio.

Subject, however, to taxes and assessments, rights or claims of
parties in possession, easements, rights of way, agreements, conditions,
restrictions, plats, subdivisions, ordinances or governmental regulations
affecting said premises, any covenants herein contained to the contrary
notwithstanding.

SECTION 82

To have and to hold, with the appurtenances, to the said (grantee) his heirs and assigns forever.

Covenant of free and clear by, from, through or under the said The City National Bank & Trust Company of Columbus, except taxes and assessments due and payable after June, 1936, all of which taxes and assessments the grantee herein assumes and agrees to pay, as part of the consideration for this transfer.

Covenant of warranty, claiming by, from, through or under the said The City National Bank & Trust Company of Columbus, grantor herein,

In Witness Whereof, The said The City National Bank & Trust Company of Columbus, by W. P. Reiter, its Vice President and V. Manley Acton, the Cashier, by authority of its Board of Directors, has caused its name to be hereunto subscribed and its corporate seal to be hereto affixed.

August 24, 1936. Personally came the above named W. P. Reiter and V. Manley Acton, to me known to be the Vice President and Cashier, respectively, of The City National Bank & Trust Company of Columbus, the corporation which executed the foregoing Deed, and severally acknowledged that they did sign and seal said instrument for and on behalf of said corporation, and that the same is their free act and deed as such Officers respectively, and the free and corporate act and deed of said The City National Bank & Trust Company of Columbus, for the uses and purposes therein mentioned, before C. M. Gibson, Notary Public, Franklin County, Ohio. My commission expires Mch. 14, 1939. (Seal).

SECTION 83

James D. Pinney and
Estella H. Pinney,
his wife,

to

Mortgage for \$7000.00
On premises described at
section 81
Executed August 24, 1936
Recorded in M. R. 941, page 61

The City National Bank
and Trust Company of
Columbus.

The following entry appears on the margin of the record of said
mortgage:

Aug. 24th 1945

For release of 0.491 Acre See Assignments and Releases of
Mortgage Record, Vol. 43 page 284.

SECTION 84

Partial Release of Mortgage

Know All Men By These Presents: That we, The City National Bank & Trust Company of Columbus, a corporation, of Columbus, Ohio, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby release and discharge from the operation of a certain mortgage deed executed by James D. Pinney and Estelle H. Pinney, his wife, to The City National Bank & Trust Company of Columbus, on August 24th, 1936, and recorded in Volume 941, page 61, of the Mortgage Records of Franklin County, Ohio, such part of the property therein described as is known and described as follows, to-wit: Situated in the County of Franklin, in the State of Ohio, and in the Village of Worthington, and bounded and described as follows:

"Beginning at an iron pin in the east line of Pioneer's Street, said iron pin being South 4° 22' West and 220.00 feet distant from an iron pin at the southwest corner of Lot No. 3 of Pinney's Subdivision, as the same is shown of record in Plat Book No. 20, Page 44, Recorder's Office, Franklin County, Ohio; thence South 4° 22' West with the east line of Pioneer's Street 90.00 feet to an iron pin; thence South 85° 29' East 237.80 feet to an iron pin in the east line of said Pinney tract; thence North 4° 29' East with said east line 90.00 feet to an iron pin; thence North 85° 29' West 238.00 feet to the place of beginning, containing 0.491 acre."

Provided, However, That This Release shall not be construed to waive or in any manner affect or invalidate the lien of said mortgage deed upon the residue of the real property therein described.

In Witness Whereof, The City National Bank & Trust Company of Columbus, by V. M. Acton, its Vice President and J. P. Bentley, its Assistant Cashier, has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents, by authority of its Board of Directors, this 9th day of July, 1945.

(Corp. Seal)

The City National Bank & Trust Company
of Columbus
By V. M. Acton
Its Vice President
By J. P. Bentley
Its Assistant Cashier

SECTION 85

July 9, 1945. Personally appeared V. M. Acton, Vice President, and J. P. Bentley, Assistant Cashier of The City National Bank & Trust Company of Columbus, the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal this said instrument as such Vice President and Assistant Cashier in behalf of said corporation and by authority of its Board of Directors; and that said instrument is their free act and deed individually and as such Vice President and Assistant Cashier, and the free and corporate act and deed of said The City National Bank & Trust Company of Columbus, before May J. Hearley, Notary Public, Franklin County, Ohio. (Seal).

Filed for record August 23, 1945 and recorded in Assignment and Release of Mortgage Vol. 43 page 284.

SECTION 86

James D. Pinney and
Estella Pinney, his wife,

to

Louis L. Eaton

Deed

Dated January 12, 1939

Filed January 30, 1939

Recorded in D. B. 1101, page 622

Two witnesses

Consideration \$1.00 and other
good and valuable considerations.

Recites, That James D. Pinney does hereby Remise, Release and Forever Quit Claim to the said (grantee) his heirs and assigns forever, the following Real Estate, situated in the County of Franklin, in the State of Ohio, and in the Village of Worthington and bounded and described as follows:

Beginning at a point in the south line of South Street, in the Village of Worthington, at the northwest corner of the Noble Farm; thence running westerly along the south line of South Street and Factory Street to the center of the Olentangy River; thence southerly with the center of the Olentangy River to the north line of the Noble Farm (formerly the Maynard Farm); thence easterly along the north line of the Noble Farm to the intersection of said line with the west line of that part of the Noble Farm which runs south from South Street; thence northerly along said west line of the Noble Farm to the place of beginning, excepting, however, all legal highways included within said boundaries.

Being the same premises which were conveyed to The City National Bank of Columbus by George H. Pagels and wife by deed dated July 15, 1922, recorded in Deed Book 723, page 554, Recorder's Office, Franklin County, Ohio, and by Gilbert A. Bennett and wife by deed dated February 4, 1924, recorded in Deed Book 759, page 165, Recorder's Office, Franklin County, Ohio, excepting, however, from the above described tract a strip 90 feet in width and containing 0.76 acres, more or less, which now forms a portion of the Olentangy Boulevard and which has been deeded to the Village of Worthington, Ohio.

Subject, however, to the following restrictions and covenants running with the land:

SECTION 87

1. No part of said land shall be sold, leased or otherwise let to any person other than a member of the White Race.

2. No dwelling shall be built on said tract or any part thereof costing less than \$5,000.00.

2. No business shall be conducted on said tract or any part thereof.

The above restrictions shall run with the land and shall be enforceable by any one owning land within 200 feet of the above described premises, until January 1, 2000.

To have and to hold, with the appurtenances, to the said (grantee) his heirs and assigns forever.

Special release of dower by wife.

January 12, 1939. Acknowledged by both grantors before Forrest R. Detrick, Notary Public, Franklin County, Ohio. Commission expires March 15, 1941. (seal).

SECTION 88

Louis L. Eaton,
unmarried,

to

James D. Pinney

Deed

January 13, 1939 - Filed

Filed January 30, 1939

Recorded in D. B. 1101 page 615

Two witnesses

Consideration \$1.00 and other
good and valuable consideration

Recites, does hereby Remise, Release and Forever Quit Claim to the said (grantee) his heirs and assigns forever, the following Real Estate, situated in the County of Franklin, in the State of Ohio and in the Village of Worthington and bounded and described as follows:

Beginning at a point in the south line of South Street, in the Village of Worthington, at the northwest corner of the Noble Farm; thence running westerly along the south line of South Street and Factory Street to the center of the Olentangy River; thence southerly with the center of the Olentangy River to the north line of the Noble Farm (formerly the Maynard Farm); thence easterly along the north line of the Noble Farm to the intersection of said line with the west line of that part of the Noble Farm which runs south from South Street; thence northerly along said west line of the Noble Farm to the place of beginning, excepting, however, all legal highways included within said boundaries.

Being the same premises which were conveyed to The City National Bank of Columbus by George H. Pagels and wife by deed dated July 15, 1922 recorded in Deed Book 723, page 554, Recorder's Office, Franklin County, Ohio, and by Gilbert A. Bennett and wife by deed dated February 4, 1924 recorded in Deed book 759, page 165, Recorder's Office, Franklin County, Ohio, excepting, however, from the above described tract a strip 90 feet in width and containing 0.76 acres, more or less, which now forms a portion of the Olentangy Boulevard and which has been deeded to the Village of Worthington, Ohio.

Subject, however, to the following restrictions and covenants running with the land:

SECTION 89

1. No part of said land shall be sold, leased or otherwise let to any person other than a member of the White Race.

2. No dwelling shall be built on said tract or any part thereof costing less than \$5,000.00.

3. No business shall be conducted on said tract or any part thereof.

The above restrictions shall run with the land and shall be enforceable by any one owning land within 200 feet of the above described premises, until January 1, 2000.

To have and to hold, with the appurtenances to the said (grantee) his heirs and assigns forever.

January 13, 1939. Acknowledged before Forrest R. Detrick, Notary Public, Franklin County, Ohio. Commission expires March 15, 1941. (seal).

DECLARATION OF RESTRICTIONS

Know All Men By These Presents, That James D. Pinney, of Worthington, Ohio, owner of the premises hereinafter described and for value received to his satisfaction and to carry out agreement made with purchasers of lots in Pinney's Subdivision No. 1 and Pinney's Subdivision No. 2 in the Village of Worthington, Ohio, hereby declares the restrictions hereinafter contained shall be in full force and effect and binding upon himself, his heirs, administrators and assigns and all future lot owners or those owning any parcel of said real estate until the 1st day of January, 1967, and such restrictions shall be construed for all purposes as protective covenants running with the land, which land includes Pinney's Subdivision No. 2 consisting of six (6) lots among other lands and which covers in all approximately twenty-six (26) acres described as follows:

Being in the County of Franklin, in the State of Ohio, and the Village of Worthington, and beginning at a point in the south line of South Street in the Village of Worthington at the northwest corner of the Noble Farm; thence running westerly along the south line of South Street and Factory Street to the center of Olentangy Boulevard; thence southerly with the center of Olentangy Boulevard to the north line of the Village of Riverlea; thence easterly along the north line of the Village of Riverlea to the intersection of said line with the west line of that part of the Noble Farm which runs south from South Street; thence northerly along said west line of the Noble Farm to Pinney's Subdivision No. 1 to the end thereof; thence north along Lot No. 5 of Pinney's Subdivision No. 1 140 feet to the south line of South Street, the place of beginning.

Said restrictions and protective covenants hereinbefore mentioned and binding upon said real property or any parcels thereof now existing or hereafter created shall be as follows:

1. All lots or parcels in the said tract shall be described as residential lots and no structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in

SECTION 91

height and a private garage for not more than two cars.

2. No building shall be located on any residential building plot nearer than thirty (30) feet to the front lot line nor nearer than fifteen (15) feet to any side street line. No building, except a detached garage or other outbuilding located eighty (80) feet or more from the front lot line, shall be located nearer than ten (10) feet to any side lot line.

3. No residential structure shall be erected or placed on any lot if said lot has an area of less than nine thousand (9,000) square feet or a width of less than seventy (70) feet at the front building setback line.

4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding or house with unfinished exterior erected or moved on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No dwelling costing less than Five Thousand Dollars (\$5,000.00) shall be permitted on any lot in the tract, and the ground floor area of the main structure exclusive of one-story open porches and garages shall be not less than eight hundred fifty (850) square feet in the case of a one-story structure, nor less than six hundred (600) square feet in the case of any other residence permitted in the premises.

7. An easement is reserved over the rear five (5) feet of each and every lot for utility installation and maintenance.

8. These restrictive and protective covenants shall be automatically extended for successive periods of ten (10) years beginning January 1, 1967, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

9. If the parties hereto or either of them, or their administrators, heirs or assigns or successors in title shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any near property situated in the above described tract, or their agent, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any

SECTION 92

covenant and either to prevent him or them from so doing or to recover damages or other complete compensation for such violation or attempt at violation.

10. Invalidation of any one of these covenants by a judgment or court order or other authority shall in no wise affect any of the remaining provisions and covenants which shall remain in full force and effect.

In Witness Whereof, James D. Pinney and Estella H. Pinney, his wife, who joins herein for the purpose of effecting the foregoing covenants on any interest she may have in the above described premises, have hereunto set their hands at Worthington, Ohio, this 19th day of November, 1941.

Signed in the presence of:
Forrest R. Detrick
Ross Leppert

James D. Pinney
Estella Pinney

State of Ohio, Franklin County, SS:

James D. Pinney and Estella H. Pinney, being first duly sworn, acknowledged the signing of the foregoing instrument as their free act and deed and for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial Seal at Worthington, Ohio, this 19th day of November, 1941.

(Seal)

Ross Leppert
Notary Public, Franklin County, Ohio
My commission Expires Nov. 10, 1943

Filed for record November 21, 1943 and recorded in Miscellaneous Record Vol. 46 page 58.

SECTION 93

James D. Pinney and
Estella Pinney, his wife

to

Columbus and Southern
Ohio Electric Company

EASEMENT

Signed April 25, 1941
Filed May 2, 1941, 8:30 A.M.
Consideration \$1.00
Two witnesses
Revenue \$ None
Deed Bk. 1127, page 332

Grant to grantee, its successors and assigns forever, the right and easement for construction and maintenance of a pole line for transmission of electricity over, across, through and/or upon the property and/or the highway crossing the property owned by grantors described as follows :

Situated in the Township of Sharon, County of Franklin and State of Ohio and known as and being that 16 acre tract of land, more or less, and Inlots Nos. 190 to 202 inclusive, in the Village of Worthington, as described in Deed, Louis L. Eaton to James D. Pinney, dated January 30, 1939 and recorded in Deed Book 1101, page 615, Recorder's Office, Franklin County, Ohio.

Said lines shall be constructed according to the following course: crossing private property along the east property line from South Street to the south property line of said property and from a point in the north property line approximately 439 feet west from the east property line in a southerly direction to a point in the south property line 436.9 feet west from the east property line; also from a point in the west property line approximately 142 feet south from the south line of South Street across private property in an easterly direction parallel line South Street to the east property line.

For ancillary rights and privileges of grantee, see record.

April 25, 1941, acknowledged by grantors before William E. Boothe,
Notary Public, Franklin County, State of Ohio.

(Seal) Ex. February 16, 1944.

SECTION 94

FOR REFERENCE ONLY

WARRANTY DEED

James D. Pinney
Estella H. Pinney

Signed October 13, 1944
Filed October 14, 1944, 9:40 A.M.
Consideration \$1.00, etc.
Two witnesses.
Revenue \$ None
Deed Bk 1257, page 246

to
Village of Worthington,
Ohio.

Grant, bargain, sell and conveys to grantee, its successors
and assigns forever.

Premises described as follows: Situated in the County of Franklin,
in the State of Ohio, and in the Village of Worthington and bounded and
described as follows:

Being a portion of James D. Pinney's tract, as the same is shown
on the record in Deed Book 1017, page 551, Recorder's Office,
Franklin County, Ohio, and being more particularly described
as follows: Beginning at an iron pin at the southwest corner
of Lot #3 of Pinney's Subn., as of record in Plat Book 20 page
44, Recorder's Office, Franklin County, Ohio; thence S. 40°22'
W. 594.14 feet to an iron pin in the south line of said Pinney's
tract, said iron pin being N. 85°33' W. 236.90 feet from the
south east corner of said Pinney tract; thence N. 85°-33' W.
50.00 feet along the south line of said Pinney tract, and the
north line of the Van De Boe-Hager Co. Addition #11, as of
record in Plat Book 16, page 55, Recorder's Office, Franklin
County, Ohio; thence No. 40°-22' E. 594.20 feet to an iron pin
at the southeast corner of Lot #4 of aforesaid Pinney's Subn.;
thence S. 85°-29' E. 50.00 feet to an iron pin at the place of
beginning, containing 0.682 acres of land more or less.

To have and to hold the same to said grantee its successors
and assigns forever, on the sole condition that it be used as a public
thoroughfare.

Covenants of seizin and warranty, free and clear.

Special release of the rights of dower of wife.

October 13, 1944, acknowledged by grantors before Ross Leppert,
Notary Public, Franklin County, State of Ohio.

(Seal)

SECTION 95

James D. Pinney and
Estelle H. Pinney,
husband and wife

to

Melvin M. Lee and
Marjorie F. Lee

Deed

Dated November 28, 1945

Filed January 4, 1946

Recorded in D. B. 1283 page 43

Two witnesses

Consideration \$1.00 and other
good and valuable considerations

Revenue \$1.10

Recites, do hereby Grant, Bargain, Sell and Convey to the said grantees) husband and wife, as joint tenants and not as tenants in common, and to the survivor of either of them, their heirs and assigns forever, the following Real Estate, situated in the County of Franklin in the State of Ohio, and in the Village of Worthington and bounded and described according to a survey made June 8, 1945, by Harley B. Watts, Registered Engineer and Surveyor, as follows, to wit:

Premises described at Title Page of this Abstract of Title.

It is expressly intended that at the death of either of said Grantees, the entire estate and title in said above described real estate shall be vested in the survivor.

To have and to hold said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantees as joint tenants and not as tenants in common, and to the survivor of either of them, their heirs and assigns forever.

Covenants with Grantees as joint tenants and not as tenants in common, and to the survivor of them, their heirs and assigns, of seizen and free and clear, Except that the said premises shall be Under and Subject to the covenants and restrictions as set forth in deed from James D. Pinney and Estelle H. Pinney, his wife, dated November 19, 1941 and recorded in the Office of the County Recorded in and for the County of Franklin aforesaid, in Miscellaneous Record Book 46 at page 58.

Covenant of warranty unto the said Grantees as joint tenants and not as tenants in common and to the survivor of either of them their heirs and assigns, against the lawful claims of all persons whomsoever.

Special release of dower by wife.

November 28, 1945. Acknowledged by both grantors before Luella Simmons, Notary Public, Franklin, County, Ohio. My Commission Expires June 3, 1947. (Seal).

SECTION 96

Ordinance No. 0843

Accepting Dedication of a Street from James D. and Estelle H. Pinney.

Whereas James D. Pinney and Estelle H. Pinney, his wife, have offered to dedicate to the public use as a street, the following described property, located in the Village of Worthington, Franklin County, Ohio;

Being a portion of James D. Pinney's tract, as the same is shown on the record in Deed Book 1017, page 551, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin at the southwest corner of Lot #3 of Pinney's Subn., as of record in Plat Book 20, page 44, Recorder's Office, Franklin County, Ohio; thence S. $4^{\circ} 22'$ W. 594.14 feet to an iron pin in the south line of said Pinney's tract, said iron pin being N. $85^{\circ} 33'$ W. 236.90 feet from the southeast corner of said Pinney tract; thence N. $85^{\circ} 33'$ W. 50.00 feet along the south line of said Pinney tract, and the north line of the Van De Boe-Hager Co. Addition #11, as of record in Plat Book 16, page 55, Recorder's Office, Franklin County, Ohio; thence N. $4^{\circ} 22'$ E. 594.20 feet to an iron pin at the southeast corner of Lot #4 of aforesaid Pinney's Subn.; thence S. $85^{\circ} 29'$ E. 50.00 feet to an iron pin at the place of beginning, containing 0.682 acres of land more or less.

Whereas Council is of the opinion that the acceptance of said dedication is to the best interest of the Village of Worthington, Ohio;

Now Therefore Be It Ordained by the Council of the Village of Worthington, Ohio, three-fourths of the members elected thereto herein concurring:

Section 1. That the dedication as above set forth be, and the same hereby is, accepted.

Section 2. That this ordinance shall be in force and effect from and after the earliest period allowed by law.

Passed October 1, 1945.

(Signed) J. W. Loos
Mayor

Attest
(Signed) H. B. Taylor
Clerk

Filed for record August 20, 1946 and recorded in Miscellaneous Record Vol. 52, page 175A.

SECTION 97

Melvin M. Lee and
Marjorie F. Lee,
husband and wife,

to

John C. Lowman and
Emily S. Lowman,
husband and wife,

WARRANTY DEED

Premises described at Title Page of Abstract
Signed December 20, 1947
Filed December 27, 1947
Recorded December 29, 1947
Two witnesses.
Consideration \$1.00 etc.,
U. S. Revenue - \$1.65
Deed Book 1414, page 57

Grant, bargain, sell and convey to grantees, their heirs and assigns
forever (premises at title page)

It is expressly intended that upon the death of either of said
grantees the entire estate and title in said above described real estate
shall be vested in the survivor.

To have and to hold to grantees, their heirs and assigns forever.

Covenants of seizin and warranty, free and clear, except taxes fall-
ing due and payable in June 1948 and thereafter, and subject to any easements
running with the land or restrictions contained in former deeds.

Release of dower by both grantors.

Signed and acknowledged by both grantors December 20, 1947 before
Edna S. Eicher, Notary Public, Franklin County, Ohio. (Seal)

Warranty Deed

Sec. 98

FROM	James D. Pinney
	Katella H. Pinney
TO	Donald B. Hussey
Received	AUG 26 1946
At	11 15 A.M.
Recorded	SEP 27 1946
In	FRANKLIN
County	Record of Deeds, Vol.
Recorder	Raymond E. Schaefer
Recorder's Fee	25

THE COLUMBUS BLANK BOOK MFG. CO., COL., O.

Warranty Deed

Gen'l Code, Secs. 9516, 1, 11, 15, 16.

KNOW ALL MEN BY THESE PRESENTS: That James D. Pinney and Katella H. Pinney, his wife,

of the Village of Worthington, County of Franklin and State of Ohio in consideration of the sum of One Dollar and other valuable considerations to them paid by Donald B. Hussey

of the City of Columbus, County of Franklin and State of Ohio the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL and CONVEY to the said Donald B. Hussey

Sec. 99

his heirs and assigns forever, the following REAL ESTATE, situated in the County of Franklin in the State of Ohio and in the Village of Worthington and bounded and described as follows:

Being a portion of James D. Pinney's tract, as the same is shown on record in Deed Book 1017, page 551, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin at the south-east corner of Lot No. 4 of Pinney's Subdivision, as the same is shown of record in Plat Book No. 20, page 44, Recorder's Office, Franklin County, Ohio, and in the west line of Pioneer's Street; thence S. 88°-59' W. with the south line of said subdivision to an iron pin; thence S. 4°-22' W. 10 feet to an iron pin at the south-east corner of Lot No. 6 of Pinney's Subdivision, as the same is shown of record in Plat Book No. 20, page 44, Recorder's Office, Franklin County, Ohio; thence S. 88°-59' W. with the south line of said subdivision 149.21 feet to an iron pin at the south-east corner of Lot No. 10 of said subdivision; thence S. 86°-10' W. with the south line of said subdivision 149.21 feet to an iron pin at the south-east corner of Lot No. 10 of said subdivision; thence S. 78°-30' W. 590.6 feet to an iron pin at the south-east corner of said subdivision; thence with the west line of said subdivision S. 11°-41' W. 180.0 feet to the south line of said subdivision; thence with the south line of said subdivision S. 79°-35' W. 24.5 feet to an iron pin; thence with the south line of South Street S. 79°-27' W. 590.6 feet to an iron pin; thence S. 78°-30' W. 590.6 feet to an iron pin at the east line of Olentangy Boulevard; thence along the east line of said Boulevard 53.30 feet to an iron pin; thence along the east line of said Boulevard S. 11°-41' W. with radius of 1031.39 feet to an iron pin at the south-east corner of said subdivision; thence along the east line of said subdivision S. 78°-30' W. 590.6 feet to an iron pin at the south-east corner of said subdivision.

Sec. 100

of said Boulevard S. 17°-30' E. 50.14 feet to an iron pin in the south line of said Pinney tract and in the north line of Riverlea Addition; thence S. 85°-33' E. 1574.7 feet to the west line of Pioneer's Street; thence N. 4°-22' E. with the west line of said Pioneer's Street 594.20 feet to the place of beginning.

This deed is executed and delivered subject to all conditions and restrictions in former deeds and of record affecting said premises.

Sec. 101

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Donald R. Hussey

his heirs and assigns forever.

And the said James D. Pinney

for himself and his heirs, do hereby covenant with the said Donald R. Hussey

his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER; except the taxes due December 1946 collection and thereafter which the grantee agrees to pay;

Sec. 102

he will forever WARRANT AND DEFEND the same with the
attest unto the said Donald B. Hussey

heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said James D. Pinney
and Estella H. Pinney, his wife,

who hereby release her right of dower in the premises, have
attest their hands, this 20th day of August, 1946.

Signed and acknowledged
in presence of

Ross Lippert
Ann M. O'Shea

James D. Pinney
Estella H. Pinney

Sec. 103

THE STATE OF OHIO

FRANKLIN

COUNTY, ss.

BE IT REMEMBERED, that on this 20th day of August, 1946

before me the subscriber, a notary public

personally came the above named
James D. Pinney and Estella H. Pinney, his wife,

and acknowledged the signing of the same
for the uses and purposes therein

IN WITNESS WHEREOF, I have hereunto subscribed my
name and official seal, on the day

Ross Lippert
Notary Public, Franklin County, Ohio

NOTARY PUBLIC
Franklin County, Ohio
11/11/46

Section 104

Alice E. Hussey,
1407 Doten Avenue,
Columbus, Ohio.

Plaintiff

vs

No. 49595
Filed June 28, 1947

Donald B. Hussey,
1407 Doten Avenue,
Columbus, Ohio

Defendant.

Petition

Now comes the plaintiff and states that she has been a resident of the State of Ohio for more than one year last past and a bona fide resident of the County of Franklin for more than thirty days immediately preceding the filing of this petition.

Plaintiff further states that she and the defendant were married at Hebron, Ohio, on the 16th day of September, 1938, and that no children have been born of said marriage.

Plaintiff further states that although she has been a good and dutiful wife, the defendant has in utter disregard of his marital duties, been guilty of gross neglect of duty and extreme cruelty.

Wherefore plaintiff prays that she may be divorced from the defendant; that she be awarded both temporary and permanent alimony; that the defendant be restrained from interfering with or molesting the plaintiff and also be restrained from damaging, selling, transferring or otherwise disposing of any or all of his real and/or personal property including a 1942 Ford Deluxe Sedan Automobile and for such other and further relief as she may be entitled to in the premises.

/s/ Vernon L. Stouffer
Attorney for Plaintiff

Duly Verified

Section 105

SHERIFF'S RETURN

Filed July 2, 1947

The State of Ohio, Franklin County, ss.

Received this writ June 28, 1947, at 11 o'clock A. M., and pursuant to its command, on June 30, 1947, I served the same by personally handing a true and duly certified copy of this writ with all endorsements thereon, together with a certified copy of the Petition herein, to the within named defendant, Donald B. Hussey.

Ralph J. Paul, Sheriff

/S/ L. Hurd, Deputy

Section 106

Alyce E. Hussey

Plaintiff

vs

Donald B. Hussey

Defendant

Court of Common Pleas,
Franklin County, Division
of Domestic Relations
No. 49595
Filed Aug. 23, 1947

MILITARY AFFIDAVIT

STATE OF OHIO,

FRANKLIN COUNTY, SS:

Alyce E. Hussey being duly sworn, says that she is personally acquainted with the defendant herein; that said defendant is not in the Military Service or a member of the Armed Services of the United States, to the best of the Affiants knowledge and belief.

/S/ Alyce E. Hussey

Sworn to before me and subscribed in my presence this 23rd day of August A. D. 1947.

/S/ Ina Bonta
Deputy Clerk

Section 107

Alyce E. Hussey,
Plaintiff,

vs

Donald B. Hussey
Defendant.

Court of Common Pleas,
Franklin County, Ohio
Division of Domestic Relations
No. 49595
Filed Aug. 23, 1947

DECREE

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein; and the defendant having filed an answer and cross-petition herein which the defendant has withdrawn and dismissed, and having failed to appear, the Court finds defendant in default for answer and demurrer to said petition, and finds that the allegations thereof are confessed by him to be true. The Court also finds that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of Franklin County, and had resided in Franklin County more than 30 days immediately preceding the filing of her petition, and that the parties hereto were married, as in said petition set forth. The Court further finds, upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for in her petition. It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Alyce E. Hussey and Donald B. Hussey, be, and the same hereby is dissolved and both parties are released from the obligations of the same.

Sec. 108

The Court further finds that the plaintiff and defendant entered into a Separation Agreement on the 22nd day of August, 1947, a copy of which agreement is hereto attached, and marked "Exhibit A". Upon examination of said agreement this Court finds the same to be just, reasonable and fair. It is therefore ordered and adjudged that said Separation Agreement be and the same is hereby incorporated into and made a part of this decree and is hereby made the order of this Court.

It is further ordered that defendant pay the costs herein.

Approved:
/S/ Vernon L. Stouffer
Attorney for Plaintiff

/S/ Charles A. Leach
Judge

Section 109

Attached to the decree is a separation agreement which reads in part as follows:

In consideration of the premises, each party hereto does hereby release and discharge the other from all other obligations of support; and from all other claims, rights and duties arising or growing out of said marital relations, and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her property, by gift, deed, or last will and testament; and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for twelve month's support, right to remain in the mansion house, and all rights or claims as widow, widower, heir, distributee, survivor, or next of kin, and all other rights or claims whatsoever in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired, which may, in any manner, arise or accrue by virtue of said marriage.

Each party hereto further agrees that the other shall have full right to dispose of all of his or her property, real and personal, whether now owned or hereafter acquired, during life or by last will and testament.

Section 110

Alice E. Hussey,

Plaintiff

v

Donald B. Hussey

Defendant

Court of Common Pleas,
Franklin County, Ohio
Division of Domestic Relations

No. 49595
Filed Jan. 30, 1948

RECEIPT AND RELEASE

For a valuable consideration, the receipt of which is hereby acknowledged, I, Alice E. Hussey, do hereby release and discharge the defendant, Donald B. Hussey, and his property from all lien, encumbrance, charge, claim or interest, which I may have therein by virtue of the property settlement and judgment in this case.

IN WITNESS WHEREOF, I have set my hand this 30th day of
January, 1948.

/S/ Alyce E. Hussey
Plaintiff

/S/ By Vernon L. Stouffer
Her Attorney Herein

WORTHINGTON SOUTHWEST ADDITION

The undersigned, Donald B. Hussey and Alyce E. Hussey, his wife, hereby certify that the annexed plat is a correct representation of the WORTHINGTON SOUTHWEST ADDITION in the Village of Worthington, City of Franklin, State of Ohio, and being the subdivision of _____ acres owned by Donald B. Hussey by deed of record in Deed Book 1337, Page 87, Recorder's Office, Franklin County, Ohio.

Dimensions of all lots, Streets, Easements and Reserves are marked and decimal parts thereof. All streets and easements not heretofore dedicated are hereby dedicated for public use as such.

WITNESS WHEREOF, Donald B. Hussey and Alyce E. Hussey, his wife, hereby release their right of dower, have hereunto set their hands and seals this 5 day of May, 1947.

WITNESS
Robert H. Hall
Notary Public

SIGNED Donald B. Hussey
Alyce E. Hussey



STATE OF OHIO }
 COUNTY OF FRANKLIN } ss

Before me, a Notary Public, in and for said County, personally appeared the above named Donald B. Hussey and Alyce E. Hussey, his wife, the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 5 day of May, 1947.

William Hall
 Notary Public
 My Commission expires May 11, 1948



APPROVED AND ACCEPTED by the Board of Trustees of the Village of Worthington, Ohio, this 4th day of May, 1947.

TRANSFERRED this 4th day of May, 1947.

FILED for record this 5th day of May, 1947.
 RECORDED this 11th day of May, 1947.
 IN PLAT BOOK 1337
 FEE 15.25

71117

*Plat Book
 1337*

For Ordinance Accepting Dedication of
Streets See Miscellaneous Record Volume
Page



Map made by the City of Dayton
under authority of the City Council
ATTEST
City Clerk
Recorder, Franklin County, Ohio
Paymaster, Franklin County, Ohio
Recorder, Franklin County, Ohio
City Engineer

I hereby certify that this proposed plat is correct
& Perry Shumaker
REGISTERED ENGINEER AND SURVEYOR
No 11
Surveyed and Plotted by
J. Perry Shumaker
SCALE: 1" = 60'

April 11th 1950
For Ordinance Accepting Streets See
Miscellaneous Record Vol. 63 page 36

Received Original Plat
Aug. 6th 1948
J. Perry Shumaker

mailed D.D. Hussey 120 W 5th Ave 4/20/50

and the board concurring:

SECTION I. That the Plat of Worthington Southwest Addition presented to Council by Donald B. Hussey and Alyce B. Hussey, be and the same hereby is accepted and approved and that the dedication of streets shown on said Plat be and the same hereby is accepted.

SECTION II. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed May 5, 1947.

(Signed) George V. Wing
Mayor

Attest:

(Signed) E. B. Taylor
Clerk.

Sec. 116

I, the undersigned E. B. Taylor, Clerk of the Village of Worthington, Franklin County, Ohio, do hereby certify that the above ordinance is a true copy of Ordinance No. 0909, titled "Approving Plat of Worthington Southwest Addition", passed by the Council of the Village of Worthington, Ohio, May 5th, 1947.

E. B. Taylor, Clerk
Village of Worthington, Ohio

1302

George V. Wing
Mayor - Village of
Worthington

MAILED 117 MAY 11 1947
FRANKLIN COUNTY, OHIO

Section 117

WARRANTY DEED

Donald B. Hussey,
unmarried

to

Hussey Construction
Company, a corporation

Signed September 9, 1948
Filed September 10, 1948, 3:30 P.M.
Consideration \$1.00, etc.,
Two witnesses.
Revenue \$51.70
Deed Bk. 1458 page 455

Grant, bargain, sell and conveys to grantee, its successors and assigns forever.

Premises described at the title page of this continuation and other property.

Subject to all block and zoning restrictions, and conditions, restrictions, easements and limitations if any, contained in former instruments of record.

Source of title is deed recorded in D. B. 1337, page 97, Recorder's Office, Franklin County, Ohio.

To have and to hold the same to said grantee, its successors and assigns forever.

Covenants of seizin and warranty, free and clear, except a mortgage to James D. Pinney and Estella H. Pinney, dated August 20, 1946 and any unpaid taxes and assessments.

September 9, 1948, acknowledged by grantor before John H. Summers, Notary Public, Franklin County, State of Ohio.

(Seal)

oOo

Sec. 118 Articles of Incorporation
of

Filed September 7, 1948 and
recorded in Vol. 560, page 540

Hussey Construction Company

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, for profit, under the General Corporation Act of Ohio, do hereby certify:

FIRST: The name of said corporation shall be Hussey Construction Company.

SECOND. The place in Ohio where its principal office is to be located is Columbus, Franklin County.

THIRD. The purpose or purposes for which it is formed are: Carrying on a general contracting, construction and building business with and for individuals, firms, private and public corporations, and public authorities and bodies; manufacturing, buying, selling and dealing in materials, and furnishing labor therefor; and generally doing any and all things necessary or incident thereto.

FOURTH. The number of shares which the corporation is authorized to have outstanding is Three Hundred (300), all of which shall be without par value.

Sec. 119 FIFTH. The amount of capital with which the corporation will begin business is One Thousand Dollars (\$1000.00).

IN WITNESS WHEREOF, We have hereunto subscribed our names, this 4th day of September, 1948.

/S/ John H. Summers

/S/ Mary Louise Alberts

/S/ Donald B. Hussey

STATE OF OHIO, COUNTY OF FRANKLIN, ss.

Personally appeared before me, the undersigned, a Notary Public, in and for said county, this 4th day of September, 1948, the above named John H. Summers, Mary Louise Alberts and Donald B. Hussey, who each severally acknowledged the signing of the foregoing articles of incorporation to be his free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal on the day and year last aforesaid.

/S/ Regina C. O'Grady
Notary Public

(Seal)

Section 120

MORTGAGE FOR \$3000.00

Hussey Construction Company
By Donald B. Hussey - President
Donald M. Hussey - Secretary Treasurer

Premises described at the Title Page
of this Continuation & other property.

to

Signed November 16, 1948
Filed November 17, 1948, 2:50 P.M.
Two witnesses
M. R. 1360, page 118

Abe Shustick

The following memorandum appears on the margin of the record of the
above Mortgage:

The conditions of the within mortgage having been complied with,
Abe Shustick hereby cancels and releases the same this 16th day of March,
1950.

/s/ Abe Shustick

Copied from the original mortgage, March 16, 1950.

Raymond E. Schaefer, Recorder,

Anna Cusic, Deputy Recorder.

oOo

Section 121

Hussey Construction Company
By Donald B. Hussey - President

to

Nathaniel Looker
185 Leland Avenue,
Columbus, Ohio.

WARRANTY DEED

Signed July 8, 1950
Filed July 8, 1950 10:50 A.M.
Consideration \$10.00, etc.,
Two witnesses
Revenue \$2.75
Deed Bk. 1566, page 287

Grant, bargain, sell and conveys to grantee, his heirs and assigns
forever.

Premises described at the title page of this continuation.

Subject to conditions and restrictions contained in D. B. 1101,
page 615 and 622, Misc. Rec. 46, page 58 and the easement in D. B. 1127,
page 332, Recorder's Office, Franklin County, Ohio.

Source of title is deed recorded in D. B. 1458, page 455, Re-
corder's Office, Franklin County, Ohio.

To have and to hold the same to said grantee, his heirs and
assigns forever.

Covenants of seizin and warranty, free and clear, except taxes
due December 1950 and thereafter.

July 8, 1950, acknowledged by the aforesaid officer of the grantor
before Thos. P. Phillips, Notary Public, Franklin County, State of Ohio.
(Seal) Ex. January 9, 1953.

oOo

Section 122

Nathaniel Looker and
Lalah M. Looker, husband & wife

to

The Ohio National Bank

MORTGAGE FOR \$23,000.00

Premises described at the Title Page of
this Continuation & other property

Signed December 19, 1950

Filed December 20, 1950, 3:00 P.M.

Two witnesses

M. R. 1509, page 464

The following memorandum appears on the margin of the record of
the above Mortgage:

The conditions of the within mortgage having been complied with,
hereby cancel and release the same this 21st day of April, 1952.

F. E. Zuber - Vice President

Kenneth Whitaker - Ass't Vice President.

Copied from the original mortgage, April 21, 1952.

Raymond E. Schaefer, Recorder,

Anna Cusic, Deputy Recorder.

oOo

Section 123

Nathaniel Looker and
Lalah M. Looker, his wife

to

Kenneth W. Kayner and
Gertrude M. Kayner, husband & wife
790 Oxford Street,
Worthington, Ohio.

WARRANTY DEED

Signed April 15, 1952

Filed April 21, 1952, 1:10 P.M.

Consideration \$1.00, etc.,

Two witnesses as to each grantor

Revenue \$31.35

Deed Bk. 1674, page 482

Grant, bargain, sell and conveys to grantees, their heirs and
assigns forever.

Premises described at the title page of this continuation and
further designated as being the property located at 511 Evening Street,
Worthington, Ohio.

Source of title is deed recorded in D. B. 1566, page 287,
Recorder's Office, Franklin County, Ohio.

To have and to hold the same to said grantees, their heirs and
assigns forever.

Covenants of seizin and warranty, free and clear, except taxes
and assessments due and payable December 1952 and thereafter.

Special release of the rights of dower of wife.

April 18, 1952, acknowledged by Lalah Looker, grantor, before
Joseph E. Ryan, Notary Public, Franklin County, State of Ohio.

(Seal) Ex. October 7, 1953.

April 15, 1952, acknowledged by Nathaniel Looker, grantor, before
Alfred E. Schaefer, Notary Public, Philadelphia County, State of Pennsylvania.

(Seal) Ex. January 4, 1953.

oOo

Sec. 124

No unsatisfied mechanic's liens, unexpired leases, uncanceled Notices of Federal, State or Personal tax liens of record in the office of the County Recorder of Franklin County, Ohio, upon said premises.

Sec. 125

No unsatisfied foreign executions in the office of the Sheriff of Franklin County, Ohio, nor any unsatisfied living judgments or suits pending in either the Court of Common Pleas or the Court of Appeals of Franklin County, Ohio, against any person whomsoever, in any way affecting said premises described at title page

Sec. 126

No examination made in any United States Court, nor in any United States Marshal's Office.

Sec. 127

No examination made for Chattel Mortgages or Conditional Sale Contracts.

Sec. 128

No Liens or Recognizances, on file or of record in the office of the County Recorder of Franklin County, Ohio, against said premises.

Sec. 129

The premises stand charged for taxation on the Grand Duplicate of Franklin County, Ohio, for the year 19 52 in the name of KENNETH W. & GERTRUDE M. KAYNER, at a valuation of Land \$130.00 as to Lot No. 68: Westview Drive; Parcel No. 1088, Worthington Corp.

Sec. 130

No uncanceled tax certificates upon said premises.

Sec. 131

The taxes for the 1st half of 1952 due December 1952 \$1.81 paid. The taxes for the 2nd half of 1952 due June 1953 \$1.81 unpaid. The taxes for the year 1953 are undetermined and a lien.

Sec. 132

Special taxes noted on Treasurer's Duplicate: Sewer: 10 year plan at 2% interest. Balance \$39.53. Last half of first year - \$2.08 due June 1953 unpaid.

Sec. 133

No examination made for assessments not indexed or otherwise shown on the County Treasurer's Duplicate.

I hereby certify that the foregoing consisting of 133 Sections was collated by me from the records of Franklin County, Ohio, and I believe the same contains every instrument of record in said County, in any way affecting said premises, as shown by the respective indexes of said records.

Respectfully submitted,

Dated July 14, 1953: 7:00 A. M.

No. L-642

BRUCE A. LOMAN
Attorney-at-Law

Abstract of Title,
County,

Abstract of Title