RE 46

Rev. June 2019

TITLE REPORT

C/R/S	Perry 00022 6.613
PARCEL	001 SH1, SH2
PID	124377

☒ 42 YEAR REPORT ☐ ABBREVIATED REPORT ☐ UPDATE

Project Site Address: 3250 W State Rt 22
Somerset, OH 43783

INSTRUCTION:

(1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.

(2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) FEE OR OTHER PRIMARY OWNERS

Name & Address	Marital Status (Spouse's Name)	Interest
David L. Marsh Sr. & Victoria L. Marsh 3250 W State Rt 22 Somerset, OH 43783	Husband and Wife	Fee Simple

(2) BRIEF DESCRIPTION OF SUBJECT PREMISES

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

APN: 320002400000 / 320000230000
Current Deed: [OR Bk. 245 / Pg. 313]

Being a part of Section 9, Township 16 North, Range 16 West, Reading Township, Perry County, Ohio... the tract as surveyed contains 37.91 acres, more or less, including 6.58 acres that are contained within the Corporation of the Town of Somerset.

(3-A) MORTGAGES, LIENS AND ENCUMBRANCES

Name & Address	Date Filed	Amount & Type of Lien
Mortgagor: David L. Marsh, Sr. and Victoria L. Marsh. Mortgagee: Clifford Dale Wilson and Mary Wilson. [OR Bk. 262 / Pg. 1760] 3975 Gun Barrel Rd. Rushville, OH 43150	09/18/2000	$38,866.29, Mortgage

(3-B) LEASES

Name & Address	Commercial/Residential	Term
Lessor: A.K. Wilson. Lessee: Murphy Oil Company. [OR Bk. 79 / Pg. 604] 576 Charring Cross Dr. Westerville, OH 43081	Oil and Gas Lease	3+ Years
Lessor: A.K. Wilson. Lessee: Murphy Oil. [OR Bk. 73 / Pg. 179] 576 Charring Cross Dr. Westerville, OH 43081	Oil and Gas Lease	3+ Years
Lessor: David L. & Victoria L. Marsh. Lessee: Kenoil. [OR Bk. 270 / Pg. 1168] 7945 Shreve Rd. Shreve, OH 44676	Oil and Gas Lease	2+ Years

(3-C) EASEMENTS

Name & Address	Type
Grantor: R.W. Snider and Louise Snider. Grantee: The Ohio Fuel Gas Company. [Bk. 121 / Pg. 582] (NO ADDRESS LISTED)	Pipeline Easement, Dated: 1/9/1936

Grantor: R.W. & Louise Snider. Grantee: The Hopewell Fuel & Gas Co. [Bk. 121 / Pg. 130] (NO ADDRESS LISTED)	Pipeline Easement, Dated: 9/20/1935
Grantor: R.W. Snider. Grantee: The Ohio Bell Telephone Company. [Bk. 118 / Pg. 493] (NO ADDRESS LISTED)	Telephone Easement, Dated: 4/6/1934
Grantor: R.W. Snider. Grantee: State of Ohio. [Bk. XX / Pg. 375] (NO ADDRESS LISTED)	Highway Easement, Dated: 2/14/1934
Grantor: Edward J. Bever. Grantee: Ludowici-Celadon Co. [Bk. XX / Pg. 408] (NO ADDRESS LISTED)	Pipeline Easement, Dated: 3/3/1947
Grantor: J.J. & Grace Clouse. Grantee: The Ohio Fuel Gas Company. [Bk. 119 / Pg. 491] (NO ADDRESS LISTED)	Pipeline Easement, Dated: 12/17/1934
Grantor: RA. Clouse, Albert Clouse, John J. Clouse and Mary Bever, Edward Clouse and Eva Clouse. Grantee: The Ohio Light and Power Company. [Bk. 85 / Pg. 267] (NO ADDRESS LISTED)	Electrical Easement, Dated: 3/26/1915
Grantor: William Kline and Bertha Kline. Grantee: The Ohio Light and Power Company. [Bk. XX / Pg. 349] (NO ADDRESS LISTED)	Electrical Easement, Dated: 7/8/1916
Grantor: W.M. and Bertha Kline. Grantee: The Ohio Light and Power Company. [Bk. XX / Pg. 228] (NO ADDRESS LISTED)	Electrical Easement, Dated: 3/18/1915
Grantor: Betty Joan Gothard. Grantee: The Ohio Bell Telephone Company. [Bk. 254 / Pg. 789] (NO ADDRESS LISTED)	Telephone Easement, Dated: 6/22/1982
Grantor: A.K. Wilson and Verna Wilson by A.K. Wilson, Attorney-in-fact. Grantee: The Ohio Bell Telephone Company. [OR Bk. 83 / Pg. 650] (NO ADDRESS LISTED)	Telephone Easement, Dated: 3/24/1992
Grantor: A.K. Wilson. Grantee: The Ohio Bell Telephone Company. [OR Bk. 95 / Pg. 186] (NO ADDRESS LISTED)	Telephone Easement, Dated: 12/1/1992
Grantor: A.K. Wilson. Grantee: The Ohio Bell Telephone Company. [OR Bk. 64 / Pg. 410] 1810 Arlingate Ln. Columbus, OH 43288	Telephone Easement, Dated: 10/9/1990
Grantor: David L. Marsh and Victoria L. Marsh. Grantee: Ohio Power Company. [OR Bk. 390 / Pg. 1819] 1 Riverside Plaza Columbus, OH 43215	Supplemental Right of Way, Dated: 10/31/2012
Grantor: David L. Marsh Sr. and Victoria L. Marsh. Grantee: Ohio Power Company. [OR Bk. 391 / Pg. 456] 850 Tech Center Dr. Gahanna, OH 43230	Electrical Easement, Dated: 11/15/2012
Grantor: David L. Marsh Sr. and Victoria L. Marsh. Grantee: Ohio Power Company. [OR Bk. 507 / Pg. 2254] 700 Morrison Rd. Gahanna, OH 43230	Electrical Easement, Dated: 1/26/2024

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

1. Land installment contract between Clifford Dale Wilson and Mary Wilson as vendors, and David L. Marsh Sr. and Victoria L. Marsh as vendees, included at bottom of documents in report.

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: PERRY Township: READING School District: NORTHERN LOCAL SCHOOL DISTRICT

AUD. PAR. NO(S)	In Take?	Land 100%	Building 100%	Total	Taxes (Yearly)	Current?
320000230000	Yes	$19,760.00	$11,840.00	$31,600.00	$478.30	Yes
320002400000	Yes	$14,240.00	$0.00	$14,240.00	$150.78	Yes
290009770500	No	$268,370.00	$813,220.00	$1,081,590.00	$7,633.60	Yes
Totals:		$302,370.00	$825,060.00	$1,127,430.00	$8,262.68	

Special Assessments APN		Amount	Comment
290009770500		$5.00	Rush Creek
320002400000		$2.00	Rush Creek
	Totals:	$7.00	

Total Taxes and Special Assessments
$8,269.68

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes: ☐ No: ☒
Comments:
N/A

SIGNATURE

This Title Report covers the time period from **06/30/1916** to **09/15/2026**. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) **001 SH1, SH2** and presently standing in the name of **David L. Marsh Sr. & Victoria L. Marsh** as the same are entered upon the several public records of **PERRY**.

Date & Time **09/16/2026 08:29 AM**

Signed Austin Shafer

Print Name **Austin Shafer**

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST DISTRICT 05 CRS Perry 00022 6.613 PARCEL 001 PID 124377

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page/Instrument No.	Type Instrument
		Brief Land Description & Remarks			
Clifford Dale Wilson and Mary Wilson, husband and wife	David L. Marsh Sr. and Victoria L. Marsh, husband and wife	9/2/1999	09/03/1999 1:08 PM	OR Bk. 245 / Pg. 313	Warranty Deed
		Being a part of Section 9, Township 16 North, Range 16 West, Reading Township, Perry County, Ohio... the tract as surveyed contains 37.91 acres, more or less, including 6.58 acres that are contained within the Corporation of the Town of Somerset.			
Clifford Dale Wilson, Executor of the Estate of Audrey K. Wilson aka A.K. Wilson, deceased	Clifford Dale Wilson	5/23/1994	05/25/1994 12:15 PM	OR Bk. 121 / Pg. 505	Executor's Deed
		TRACT 1: Being a part of the west half of Section 9, Township 16 North, Range 16 West, Reading Township, Perry County, Ohio... the tract as surveyed contains 100.128 acres, more or less... TRACT II: Being a part of the Northwest Quarter of Section 9, Township 16 North, Range 16 West... the tract as surveyed contains 0.137 acres, more or less.			
Verna Wilson, wife of grantee herein, by A.K. Wilson, her attorney in fact	A.K. Wilson, husband of grantor herein	7/17/1987	03/17/1988 1:41 PM	OR Bk. 37 / Pg. 242	Warranty Deed
		Situated in the County of Perry, in the State of Ohio and in the Township of Reading... First Tract: Being 84 acres and 26 rods, more or less, lying in the northwest quarter of Section number nine (9), in township number sixteen (16) and range sixteen (16)... saving and excepting however, 9.25 acres in the southwest corner of the above tract... Second Tract: Being a part of the northwest quarter of section number nine (9) township number sixteen (16) and range number sixteen (16)... containing 4.25 acres of land, more or less, and in both of above tracts. containing 79.25 acres, more or less... EXCEPTING therefrom the following... 3.85 acres... 0.25 acres... 0.75 acres... 0.63 acres... 0.7723 acres.			
R.W. & Louise Snider	Verna Wilson	6/13/1946	06/21/1946 1:45 PM	Bk. 144 / Pg. 607	Warranty Deed
		Situated in the County of Perry, in the State of Ohio and in the Township of Reading... First Tract: Being 84 acres and 26 rods, more or less, lying in the northwest quarter of Section number nine (9), in township number sixteen (16) and range sixteen (16)... saving and excepting however, 9.25 acres in the southwest corner of the above tract... Second Tract: Being a part of the northwest quarter of section number nine (9) township number sixteen (16) and range number sixteen (16)... containing 4.25 acres of land, more or less, and in both of above tracts. containing 79.25 acres, more or less.			
Archie Folk and Bessie Folk, his wife	R.W. Snider	9/18/1925	11/05/1925 2:00 PM	Bk. 106 / Pg. 45	Warranty Deed
		Situate in Reading Township, in Perry County, Ohio... First Tract: Being 84 acres and 26 rods, more or less, lying in the North-west quarter of Section Number nine (9), in Township number sixteen (16), and Range number sixteen (16)... saving and excepting however, 9.25 acres in the south-west corner... leaving in tract hereby conveyed 75 acres, more or less. Second Tract: Also the following Real Estate, situate in said County, Township and State, and being a part of the North-west Quarter of Section number nine (9), Township number sixteen (16) and Range number sixteen (16)... containing 4.25 acres			

		of land, more or less, and in both of above tracts, containing 79.25 acres, more or less.			
Harry E. Hoyman and Ida Hoyman, his wife	Archie Folk	12/18/1920	03/03/1921 8:10 AM	Bk. 97 / Pg. 286	Warranty Deed
		Situate in Reading Township, in Perry County, Ohio... First Tract: Being 84 acres and 26 rods, more or less, lying in the North-west quarter of Section Number nine (9), in Township number sixteen (16), and Range number sixteen (16)... saving and excepting however, 9.25 acres in the south-west corner... leaving in tract hereby conveyed 75 acres, more or less. Second Tract: Also the following Real Estate, situate in said County, Township and State, and being a part of the North-west Quarter of Section number nine (9), Township number sixteen (16) and Range number sixteen (16)... containing 4.25 acres of land, more or less, and in both of above tracts, containing 79.25 acres, more or less.			

Instrument
199900005896

GENERAL WARRANTY DEED

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

KNOW ALL MEN BY THESE PRESENTS, that **Clifford Dale Wilson** and **Mary Wilson,** husband and wife, whose mailing address is 1899 State Route 204 NW, Glenford, Ohio 43739,for valuable consideration paid, grant (s) with general warranty convenants to **David L. Marsh Sr.** and **Victoria L. Marsh,** husband and wife, for their joint lives, remainder to the survivor of them, whose tax mailing address is 3975 Gun Barrel Road, Rushville, OH 43150the following-described real estate:

Being a part of Section 9, Township 16 North, Range 16 West, Reading Township, Perry County, Ohio and being part of the lands of Clifford Dale Wilson, OR 127, page 201, and OR 121, page 505, and being more particularly described as follows:

Beginning, for reference, at a railroad spike found at the Northwest corner of Section 9; thence South 00 degrees 54'59" West 1278.05 feet along the west line of Section 9 to a iron pin found, passing iron pin found at 30.00 feet; thence South 89 degrees 30'40" East 1204.61 feet to a post; thence South 00 degrees 15'03" West 179.57 feet to a iron pin found; thence South 00 degrees 15'03" West 133.50 feet to a post; thence South 09 degrees 04'57" East 752.57 feet to a iron pin found and the principal place of beginning of the tract herein to be described; thence South 58 degrees 39'16" East 586.59 feet to a iron pin found; thence South 83 degrees 40'18" East 668.28 feet to a iron pin found; thence North 16 degrees 18'35" West 151.893 feet to a post; thence North 8 degrees 55'20" West 212.639 feet to a post; thence North 22 degrees 26'09" West 536.159 feet to a iron pin found; thence North 07 degrees 59'52" East 699.36 feet to a iron pin set; thence South 89 degrees 14'23" East 379.45 feet to a iron pin set on the Corporation line of the Town of Somerset; thence, with said corporation line, South 00-36-42 West 334.45 feet to a post; thence, with said corporation line, North 77 degrees 54'48" East 79.31 feet to a post; thence, with said corporation line, South 26 degrees 58'13" East 700.24 feet to a post; thence, with said corporation line, South 52 degrees 43'34" West 186.98 feet to a iron pin found; thence, with said corporation line, South 35 degrees 49'40" West 465.30 feet to a iron pin found; thence, with said corporation line, South 00 degrees 49'48" West 462.76 feet to a iron pin found; thence, leaving said corporation line, North 73 degrees 05'19" East 96.65 feet to a iron pin found on the West Creek Bank; thence the following 22 courses along the West Creek bank;

South 33 degrees 16'17" West 32.76 feet
South 41 degrees 57'39" West 70.49 feet
South 48 degrees 52'43" East 77.22 feet
South 24 degrees 35'52" East 95.64 feet
South 11 degrees 10'59" East 26.17 feet
South 03 degrees 08'01" East 61.79 feet
South 38 degrees 43'29" East 61.61 feet

TRANSFERRED
DATE 9-13-99
SEC. 319.54 1-54
SEC. 319.202 COMPLIED
WITH AMT 148.00
JOANN N. HANKINSON
AUDITOR PERRY CO OHIO
BY

South 48 degrees 34'27" East 15.39 feet
South 15 degrees 47'00" East 58.25 feet
South 29 degrees 40'54" East 28.88 feet
South 02 degrees 18'47" East 88.85 feet
South 23 degrees 17'34" East 32.42 feet
South 08 degrees 11'26" West 25.46 feet
South 33 degrees 12'45" East 41.04 feet
South 40 degrees 40'25" West 19.97 feet
South 67 degrees 25'40" East 42.82 feet
South 57 degrees 18'23" East 19.79 feet
South 20 degrees 26'16" East 111.49 feet
South 21 degrees 04'57" East 55.57 feet
South 36 degrees 46'08" East 97.01 feet
South 35 degrees 43'35" East 33.55 feet
South 35 degrees 43'35" East 10.00 feet

Thence, along the North side of State Route 22, South 50 degrees 43'55" West 80.52 feet to a point; thence, along the North side of State Route 22, South 50 degrees 43'57" West 505.00 feet to a point on the vorporation line of the town of Somerset; thence, with said corporation line, North 00 degrees 49'40" East 10.00 to a iron pin found; thence, with said corporation line, North, 00 degrees 49'40" East 1048.74 feet to iron pin set; thence, leaving said corporation line, North 71 degrees 39'56" West 267.95 feet to a iron pin found; thence North 73 degrees 18'27" West 330.00 feet to a iron pin found; thence North 69 degrees 51'27" West 231.00 feet to a iron pin found; thence North 66 degrees 49'27" West 495.00 feet to a iron pin found; thence North 09 degrees 04'57" West 505.80 feet to the place of beginning. The tract as surveyed contains 37.91 acres, more or less, including 6.58 acres that are contained within the Corporation of the Town of Somerset, and subject to all highways and easements of records.

Description Meets Minimum, Survey Standards, Approval for transfer is up to the Auditors Office. 9-3-97 CRC Perry County Engineers Ofc.

Bearings in the above description are based on the North line of Section 9 bearing North 90 degrees 00'00" East.

Iron pins set are 5/8 inch rebar, 30 inches long with plastic identification caps set flush with the ground.

T. Chris Wilson, Ohio Registered Surveyor No. 6465, September 15, 1998.

This convance is made in completion of a certain land contract between Grantor and Grantee as recorded in Volume 218, Page 376, Official Records ,Perry County, Ohio.

Husband/Wife releases all rights of dower therein.

UNOFFICIAL COPY PROPERTY OF PERRY COUNTY OHIO - NOT FOR RESALE

WITNESS their hands this 2nd day of September, 1999.

SIGNED & ACKNOWLEDGED
IN THE PRESENCE OF

Annista Buxton
(as to both)

Clifford Dale Wilson

Cindy M O'Neil
(as to both)

Mary Wilson

State of Ohio,
Perry County, ss:

BEFORE ME, a notary public in and for said county and state, personally came the above named Clifford Dale Wilson and Mary Wilson, who acknowledged that they did sign the foregoing instrument and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Perry County, Ohio, this 2nd day of September, 1999.

NOTARY SEAL PUBLIC

Cindy M O'Neil
Notary Public - State of Ohio

CINDY M. O'NEIL
NOTARY PUBLIC - STATE OF OHIO
MY COMM. EXPIRES 5-19 2004

199900005896
Filed for Record in
PERRY COUNTY, OHIO
BARBARA J. FOX
On 09-03-1999 At 01:08 pm.
DEED 20.00
OR Book 245 Page 313 - 315

199900005896
WALTER HOWDYSHELL

This Instrument Prepared By:
WALTER J. HOWDYSHELL CO., L.P.A., Attorneys at Law,
Peoples National Bank Building, P. O. Box 508, New Lexington, Ohio 43764,
Telephone: 740-342-3582

Instrument		Book	Page
199900005896	OR	245	315

UNOFFICIAL DOCUMENT - PROPERTY OF PERRY COUNTY - NOT FOR RESALE

002415

UNOFFICIAL COPY PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

EXECUTOR'S DEED

KNOW ALL MEN BY THESE PRESENT, that **Clifford Dale Wilson,** Executor of the Estate of Audrey K. Wilson aka A. K. wilson, deceased, (Case No. 931157), by the power conferred by the Common Pleas Court of Perry County, Ohio, Probate Division, and every other power, for Sixty-six Thousand Nine Hundred Twenty-three Dollars ($66,923.00) paid, grants, with fiduciary covenants, to **Clifford Dale Wilson,** married, whose tax-mailing address is 1899 State Route 204 North West, Glenford, Ohio 43739, the following real property:

TRACT I: Being a part of the west half of Section 9, Township 16 North, Range 16 West, Reading Township, Perry County, Ohio and being a part of the lands of A. K. Wilson OR 37, Page 242 and being more particularly described as follows:

Beginning at a railroad spike set at the northwest corner of Section 9; thence North 90 degrees 00' 00" East 620.00 feet along the line between Sections 4 and 9, to an iron pin found; thence South 00 degrees 00' 00" East 290.500 feet to an iron pin found; thence North 90 degrees 00' 00" East 600.000 feet to an iron pin found, passing iron pins found at 334.580 feet and 419.080 feet; thence South 00 degrees 00' 11" East 9.500 feet to an iron pin set; thence North 90 degrees 00' 00" East 136.000 feet to an iron pin set; thence North 00 degrees 14' 07" West 34.404 feet to an iron pin set; thence North 90 degrees 00' 00" East 130.000 feet, to an iron pin set, passing the Somerset corporation line at 68.619 feet; thence South 00 degrees 00' 00" East 30.914 feet to an iron pin found; thence South 71 degrees 06' 21" East 96.728 feet to an iron pin found; thence South 58 degrees 46' 36" East 119.968 feet to an iron pin found; thence South 58 degrees 40' 33" East 80.025 feet to an iron pin found; thence South 58 degrees 46' 55" East 29.891 feet to an iron pin found; thence North 16 degrees 20' 53" East 159.439 feet to a point in the centerline of North Drive, passing an iron pin found at 129.439 feet; thence South 59 degrees 28' 39" East 52.531 feet to a point in the centerline of North Drive; thence South 16 degrees 17' 14" West 138.726 feet to an iron pin found, passing an iron pin found at 30.000 feet; thence South 22 degrees 27' 49" West 1132.981 feet to an iron pin found, passing the Somerset corporation line at 45.646 feet; thence South 79 degrees 23' 09" East 307.356 feet to an iron pin found; thence South 20 degrees 58' 25" East 53.425 feet to an iron pin found; thence South 60 degrees 48' 35" East 541.863 feet to an iron pin found; thence North 07 degrees 59' 52" East 1082.380 feet to an iron pin found; thence South 00 degrees 47' 02" West 99.970 feet to an iron pin found; thence South 89 degrees 14' 23" East 165.000 feet to a point in the centerline of A.K. Drive, passing an iron pin found at 140.000 feet; thence South 00 degrees 45' 37" West 90.000 feet to a point; thence South 89 degrees 14' 23" East 165.743 feet to an iron pin found, passing an iron pin found at 25.000 feet; thence South 00 degrees 36' 42" West 524.451 feet to a post;

thence North 77 degrees 54′ 48" East 79.309 feet to a post; thence South 26 degrees 58′ 13" East 700.239 feet to a post; thence South 52 degrees 43′ 34" West 186.981 feet to an iron pin set; thence South 35 degrees 49′ 40" West 465.300 feet to an iron pin set; thence South 00 degrees 49′ 40" West 680.700 feet to an iron pin found, passing an iron pin found at 462.755 feet; thence North 71 degrees 39′ 56" West 267.946 feet to an iron pin set; thence North 73 degrees 18′ 27" West 330.000 feet to an iron pins set; thence North 69 degrees 51′ 27" West 231.000 feet to an iron pin set; thence North 66 degrees 49′ 27" West 495.000 feet to an iron pin set; thence North 09 degrees 04′ 57" West 1258.370 feet to a post; thence North 00 degrees 15′ 03" East 313.070 feet to a post; thence North 89 degrees 30′ 40" West 1204.613 feet to an iron pin set; thence North 00 degrees 54′ 59" East 1278.052 feet to the place of beginning, passing an iron pin set at 1248.052 feet. The tract as surveyed contains 100.128 acres, more or less, subject to all highways and easements of record, with 0.748 acres in the Village of Somerset.

Bearings in the above description are based on the north line of Section 9 bearing 90 degrees 00′ 00" East.

Iron pins set are 5/8 inch rebar, 30 inches long with plastic identification caps set flush with the ground.

T. Chris Wilson, Ohio Reg. Surveyor No. 6465, May 2nd, 1994.

Auditor's Parcel No. 029-000977-00-00

TRACT II: Being a part of the Northwest Quarter of Section 9, Township 16 North, Range 16 West, Reading Township, Perry County, Ohio and in the Village of Somerset, Ohio and being a part of the lands of A. K. Wilson, OR 37, Page 238 and being more particularly described as follows:

Beginning, for reference, at an iron pin found at the northeast corner of the Northwest Quarter of Section 9; thence South 15 degrees 37′ 04" West 521.568 feet to a point in the centerline of North Drive and the principal place of beginning of the tract herein to be described; thence South 00 degrees 45′ 07" West 239.992 feet to an iron pin found, passing an iron pin found at 23.990 feet; thence North 89 degrees 14′ 23" West 25.000 feet to a point; thence North 00 degrees 45′ 07" East 239.992 feet to a point in the centerline of North Drive; thence South 89 degrees 14′ 23" East 25.000 feet to the place of beginning. The tract as surveyed contains 0.137 acres, more or less, subject to all highways and easements of record.

Bearings in the above description are based on the north line of Section 9 bearing North 90 degrees 00′ 00" East.

Iron pins set are 5/8 inch rebar, 30 inches long with plastic identification caps set flush with the ground.

T. Chris Wilson, Ohio Reg. Surveyor No. 6465, May 4th, 1994.

Auditor's Parcel No. 029-000977-00-00.

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY ENGINEER'S OFFICE - NOT FOR SALE

EXCEPTING, an easement for ingress and egress and utility purposes and being more particularly described as follows:

Description Meets Minimum Survey Standards. Approval for transfer is up to the Auditors Office. 5-20-94 Perry County Engineers Ofc. (1289824)

Beginning, for reference, at an iron pin found at the northeast corner of the Northwest Quarter of Section 9; thence South 15 degrees 37' 04' West 521.568 feet to a point in the centerline of North Drive; thence South 89 degrees 14' 23" East 25.000 feet to a point in the centerline of North Drive and the principal place of beginning of the easement herein to be described; thence South 00 degrees 45' 07" West 239.992 feet to a point; thence South 89 degrees 14' 23" East 25.000 feet to an iron pin found; thence South 00 degrees 45' 07" West 250.107 feet to an iron pin found; thence North 89 degrees 14' 23" West 25.000 feet to a point; thence North 00 degrees 45' 07" East 90.000 feet to a point; thence North 89 degrees 14' 23" West 25.000 feet to an iron pin found; thence North 00 degrees 45' 07" East 400.099 feet to a point in the centerline of North Drive, passing iron pins found at 99.970 feet and 299.970 feet; thence South 89 degrees 14' 23" East 25.000 feet to the place of beginning.

Approved for Auditor's purposes. Plat on file at Engineer's Office. Date: 5-20-94 KENTON C. CANNON, ENGINEER

T. Chris Wilson, Ohio Reg. Surveyor No. 6465, May 4th, 1994.

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY OHIO AND NOT FOR SALE

WITNESS his hand this 23rd day of May, 1994.

SIGNED & ACKNOWLEDGED IN THE PRESENCE OF

Carmen Sherrick

Cindy M Dell

Clifford Dale Wilson. Executor of the Estate of Audrey K. Wilson aka A. K. Wilson, Dec'd

TRANSFERRED
DATE 5-24-94
SEC. 319.54 .... 504.
SEC. 319.202 COMPLIED WITH AMT .. 66,923.20
JOANN N. HANKINSON
AUDITOR PERRY CO. OHIO
BY PLG

State of Ohio
Perry County, ss:

BEFORE ME, a notary public in and for said county and state, personally came the above named Clifford Dale Wilson, Executor of the Estate of Audrey K. Wilson aka A.K. Wilson, Deceased, who acknowledged that he did sign the foregoing instrument and that the same was his voluntary act and deed, both individually, and as Executor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at New Lexington, Ohio, this 23rd day of May, 1994.

Carmen Sherrick
Notary Public - State of Ohio

CARMEN SHERRICK
NOTARY PUBLIC - STATE OF OHIO
MY COMM. EXPIRES 4-20-94

This Instrument Prepared By:
WALTER J. HOWDYSHELL CO., L.P.A.
Attorneys at Law
Peoples National Bank Building
P.O. Box 508
New Lexington, Ohio 43764-0508
Telephone: 614-342-3582
FAX: 614-342-3584

RECEIVED FOR RECORD
At 12:15 o'clock P m.

MAY 25 1994

OFF. REC. VOL. 121 Pg. 505
BARBARA J. FOX, Recorder
FEE $18.00 Perry County, Ohio

647 WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT Verna Wilson, wife of grantee herein, by A. K. Wilson, her attorney in fact, as recorded in Volume 8, Page 80, Official Records, Perry County, Ohio, of North Drive, Somerset, Perry County, Ohio, in consideration of One Dollar ($1.00) and other valuable considerations, grants with general warranty covenants, to A. K. Wilson, husband of grantor herein, whose tax mailing address is North Drive, Somerset, Ohio 43783, the following real property:

Situated in the County of Perry, in the State of Ohio and in the Township of Reading, and bounded and described as follows:

First Tract: Being 84 acres and 26 rods, more or less, lying in the northwest quarter of Section number nine (9), in township number sixteen (16) and range sixteen (16) beginning at a post at the northwest corner of said quarter section; thence running south 93 rods, more or less, to the northwest corner of a tract of land in the south part of the same quarter section; which at the time of the conveyance of said 84 acres and 26 rods to Samuel Swinehart, was owned by Jacob Souslin, afterward by David Foy, and Bernard Clouse; thence east, along said Souslin tract, 162 rods and 20 links, to the east line of said quarter section; thence north 63 rods or more to the State Road; thence west 30 rods; thence along the margin of said State Road to old McKinney line; and thence west to the place of beginning, saving and excepting however, 9.25 acres in the southwest corner of the above tract which was conveyed by said Samuel Swinehart and wife to Bernard Clouse by deed dated January 4, 1862, and described as beginning at the northwest corner of said Jacob Souslin tract, 93 rods or more south of the northwest corner of said quarter section; thence north on section line, 40 rods; thence east 34 rods; thence south 20 rods; thence east 6 rods; thence south 20 rods; and thence west along said Jacob Souslin tract 40 rods, to beginning, and leaving in tract hereby conveyed 75 acres, more or less.

Second Tract: Being a part of the northwest quarter of section number nine (9) township number sixteen (16) and range number sixteen (16) beginning at the northwest corner of 5 acres of land purchased from Samuel Swinehart by Bernard Clouse; thence on section line north 20 rods; thence east 34 rods; thence south 20 rods; thence west 34 rods, to place of beginning, containing 4.25 acres of land, more or less, and in both of above tracts, containing 79.25 acres, more or less. Both of the above tracts being, and the intention hereof being to describe and convey the same premises that were conveyed by Harry E. Hoyman and wife to said Archie Folk by deed dated December 18th, 1920, recorded in Deed Book 97, page 286, of Record of Deeds in office of Recorder of Perry County, Ohio, to which reference is hereby made and had.

EXCEPTING therefrom the following:

Being 3.85 acres conveyed to Ralph Masterson by deed dated October 27, 1951 and of record in Volume 159, Page 570, to which reference is hereby made for a more complete description thereof.

Being 0.25 acres conveyed to Albert Snider and Hazel Snider by deed dated November 12, 1953 and of record in Volume 163, Page 219, to which reference is hereby made for a more complete description thereof.

Being 0.75 acres conveyed to Albert Snider and Hazel Snider by deed dated August 28, 1954 and of record in Volume 164, Page 482, to which reference is hereby made for a more complete description thereof.

Being 0.63 acres conveyed to William D. Mohler and Margaret A. Mohler by deed dated March 8, 1974 and of record in Volume 218, Page 262, to which reference is hereby made for a more complete description thereof.

FILED PERRY COUNTY, OHIO - NOT FOR RESALE

Being 0.7723 acres conveyed to Ann C. Fiorini by deed dated November 8, 1985 and of record in Volume 10, Page 100, Official Records to which reference is hereby made for a more complete description thereof.

For last conveyance see Volume 144, Page 607, Deed Records, Perry County, Ohio.

Auditor's Tax Numbers: 029-000977-0000; 032-000795-0000; and 029-000975-0000.

WITNESS her hand this 17th day of July, 1987.

SIGNED & ACKNOWLEDGED
IN THE PRESENCE OF

Walter J. Howdyshell

Cindy M O'Neil

A. K. Wilson

Verna Wilson, by A. K. Wilson, her attorney in fact, as recorded in Volume 8, Page 80, Official Records

State of Ohio,
Perry County, ss:

Before me, a notary public in and for said County and State, personally appeared the above named A. K. Wilson, as attorney in fact for Verna Wilson, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, individually and as such attorney in fact.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New Lexington, Ohio, this 17th day of July, 1987.

Walter J. Howdyshell

Notary Public - State of Ohio
My commission expires:

W. J. HOWDYSHELL
ATTORNEY AT LAW
Notary Public - State of Ohio
No Expiration Date Section 147.03 R. C.

NOTARY PUBLIC SEAL

TRANSFERRED
DATE 3-17-88
SEC. 319.54 ...
SEC. 319.202 COMPLIED
WITH AMT 90,943.00
JOANN N. HANKINSON
AUDITOR PERRY CO. OHIO
BY

RECEIVED FOR RECORD
At 1:41 o'clock P m.

MAR 17 1988

OFF. REC. VOL. 37 Pg. 242
Recorder Nancy C. Howdyshell
Fee $10.00 Perry County, Ohio

See O. R. Vol-64 Pg. 410

This Instrument Prepared By

WALTER J. HOWDYSHELL CO., L.P.A.
Attorney at Law
Peoples National Bank Building
P. O. Box 508
New Lexington, Ohio 43764

UNOFFICIAL COPY PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

THE ST TE OF NEW YORK, ALBANY, COUNTY, SS.

BE IT REMEMBERED That on this 12 day of April, 1946, before me, the subscriber a Notary Public in and for said County, personally came the above named Frank A. McNamee the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

SEAL

ROBERT T. RUNTON Notary Public
Commission expires 3/31/48

Received June 20, 1946 at 11:05 AM
Recorded June 21, 1946 Fee $.90
Transferred June 20, 1946

Paul Gordon
PAUL GORDON, COUNTY RECORDER

REG. NO. 15604

CHARLES D. SHEERAN, DEC'D : AFFIDAVIT FOR TRANSFER AND RECORD OF REAL ESTATE INHERITED

-TO- : Charles D. Sheeran, Deceased

MARY F. SHEERAN : To THE STATE OF OHIO
PERRY COUNTY

Mary F. Sheeran, heirs at law

Mary F. Sheeran being first duly sworn, says she is heir at law of Charles D. Sheeran deceased; that on the 9th day of May, 1946, the said Charles D. Sheeran died intestate, residing at New Lexington, Ohio; leaving the persons herein designated, all his heirs at law and next of kin, with their age, address, relationship and portion inherited by them in real estate hereinafter described;

NAME	AGE	ADDRESS	RELATIONSHIP	PORTION INHERITED
Mary F. Sheeran	adult	New Lexington, Ohio	Spouse	all

That no administration was had on the estate of said Charles D. Sheeran, and that all the debts and claims against his estate were paid in full, and that said estate was not large enough to be liable for any inheritance taxes.

That said Charles D. Sheeran at the time of his decease was seized of the following described real estate:

Situate in the County of Perry and State of Ohio. and in the village of New Lexington. and bounded and described as follows:

Being a part of the north west west quarter of section 9, township 15, range 15, Pike Township, Perry County, Ohio, and bounded and described as follows: Commencing at the south west corner of a tract of land conveyed by George A. Forquer to George Holcomb by deed recorded in Book No. 78, page 418, land Records of Perry County, Ohio; thence north 50 degrees and 45 minutes east 117 feet to the place of beginning; thence north 39 degrees and 15 minutes west 85 feet; thence north 50 degrees and 45 minutes east 104 feet; thence south 22 degrees east 90 feet; thence south 50 degrees and 45 minutes west 77.7 feet to the place of beginning, containing 17/100 of an acre, more or less.

MARY F. SHEERAN

Sworn to before me and subscribed in my presence this 15th day of June, 1946.

SEAL

WM. A. ALLEN Notary Public
Perry County, Ohio

Received June 20, 1946 at 11:28 AM
Recorded June 21, 1946 Fee $.75
Transferred June 20, 1946

Paul Gordon
PAUL GORDON, COUNTY RECORDER

REG. NO. 15605

R. W. & LOUISE SNIDER : WARRANTY DEED

-TO- : KNOW ALL MEN BY THESE PRESENTS That R. W. Snider (a married person) of the village of

VERNA WILSON : Somerset, County of Perry and State of Ohio in consideration of the sum of One dollar and other good and valuable considerations to me paid by Verna Wilson of the village of Somerset, County of Perry and State of Ohio the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Verna Wilson her heirs and assigns forever. the following REAL ESTATE situated in the County of Perry in the State

of Ohio and in the township of Reading and bounded and described as follows:

First Tract:- Being 84 acres and 26 rods, more or less, lying in the northwest quarter of section number nine (9), in township number sixteen (16) and range sixteen (16) beginning at a post at the northwest corner of said quarter section; thence running south 93 rods, more or less, to the northwest corner of a tract of land in the south part of the same quarter section; which at the time of the conveyance of said 84 acres and 26 rods to Samuel Swinehart, was owned by Jacob Souslin, afterward by David Foy, and Bernard Clouse; thence east, along said Souslin tract, 162 rods and 20 links, to the east line of said quarter section; thence north 63 rods or more to the State Road; thence west 30 rods; thence along the margin of said State road to old McKinney line; and thence west to the place of beginning, saving and excepting however, 9.25 acres in the southwest corner of the above tract which was conveyed by said Samuel Swinehart and wife to Bernard Clouse by deed dated January 4, 1862, and described as beginning at the northwest corner of said Jacob Souslin tract, 93 rods or more south of the northwest corner of said quarter section; thence north on section line 40 rods; thence east 34 rods; thence south 20 rods; thence east 6 rods; thence south 20 rods; and thence west along said Jacob Souslin tract 40 rods, to beginning, and leaving in tract hereby conveyed 75 acres, more or less.

Second Tract;- Being a part of the northwest quarter of section number nine (9) township number sixteen (16) and range number sixteen (16) beginning at the northwest corner of 5 acres of land purchased from Samuel Swinehart by Bernard Clouse; thence on section line north 20 rods; thence east 34 rods; thence south 20 rods; thence west 34 rods, to place of beginning, containing 4.25 acres of land, more or less, and in both of above tracts, containing 79.25 acres, more or less. Both of the above tracts being, and the intention hereof being to describe and convey the same premises that were conveyed by Harry E. Moyman and wife to said Archie Folk by deed dated December 18th, 1920, recorded in Deed Book 97, page 286, of Record of Deeds in office of Recorder of Perry County, Ohio, to which reference is hereby made and had.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Verna Wilson her heirs and assigns forever.

And the said R. W. Snider for himself and his heirs, do hereby covenant with the said Verna Wilson her heirs and assigns, that he is lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER; and that he will forever WARRANT AND DEFEND the same with the appurtenances unto the said Verna Wilson her heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said R. W. Snider and Louise Snider, wife of R. W. Snider who hereby releases her right of dower in the premises, have hereunto set their hands, this 13 day of June, 1946,

Signed and acknowledged in presence of

EMERSONS C. WAGNER — R. W. SNIDER

BEULAH W. DIAMOND — LOUISE SNIDER

$1.65 UNITED STATES INTERNAL REVENUE DOCUMENTARY 6-13-46

THE STATE OF OHIO, PERRY COUNTY, SS.

BE IT REMEMBERED That on this 13 day of June, 1946, before me the subscriber a Notary Public in and for said County, personally came the above named R. W. Snider and Louise Snider, wife of R. W. Snider the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

SEAL

EMERSON C. WAGNER Notary Public
Perry County, Ohio

Received June 20, 1946 at 1:45 PM
Recorded June 21, 1946 Fee $1.10
Transferred June 20, 1946

Paul Gordon
PAUL GORDON, COUNTY RECORDER

Reg. No. 3441 : KNOW ALL MEN BY THESE PRESENTS:

ARCHIE FOLK & WIFE :

TO :

R. W. SNIDER : That Archie Folk and Bessie Folk, his wife, of near Somerset, Ohio, in consideration of One Dollar and other good and valuable considerations to them paid by R. W. Snider, the receipt whereof is hereby oknowledged, do hereby GRANT, BARGAIN, SELL and CONVEY to the said R. W. Snider, heirs and assigns forever, the following described REAL ESTATE--including the buildings and improvements thereon-- situate in Reading Township, in Perry County, Ohio, and further described as follows:

First Tract: Being 84 acres and 26 rods, more or less, ly ing in the North-west quarter of Section Number nine (9), in Township number sixteen (16), and Range number sixteen (16), beginning at a post at the north-west corner of said quarter section: thence running south 93 rods, more or less, to the north-west corner of a tract of land in the south part of the same quarter section, which at the time of the conveyance of said 84 acres and 26 rods to Samuel Swinehart, was owned by Jacob Souslin, afterward by David Foy, and Bernard Clouse; thence east, along said Souslin tract, 162 rods and 20 links, to the east line of said quarter section; thence north 63 rods or more to the State road; thence west 30 rods; thence along the margin of said State road; ~~thence west 30 rods; thence along the~~ to old McKinney line; and thence west to place of beginning, saving and excepting however, 9.25 acres in the south-west corner of the above tract which was conveyed by Samuel Swinehart and wife to Bernard Clouse by deed dated January 4, 1862, and described as beginning at the north-west corner of said Jacob Souslin tract, 93 rods or more south of the north-west corner of said ~~Jacob Souslin~~ quarter section; thence north on section line, 40 rods; thence east 34 rods; thence south 20 rods; thence east 6 rods; thence south 20 rods and thence west along said Jacob Souslin tract 40 rods, to beginning, and leaving in tract hereby conveyed 75 acres, more or less.

Second Tract: Also the following Real Estate, situate in said County, Township and State, and being a part of the North-west Quarter of Section number nine(9), Township number sixteen (16) and Range number sixteen (16), beginning at the north-west corner of 5 acres of land purchased from Samuel Swinehart by Bernard Clouse; thence on section line north 20 rods; thence east 34 rods; thence south 20 rods; thence west 34 rods, to the place of beginning, containing 4.25 acres of land, more or less, and in both of above tracts, containing 79,25 acres, more or less. Both of the above tracts being, and the intention hereof being to describe and convey the same premises that were conveyed by Harry E. Hoyman and wife to said Archie Folk by deed dated December 18, 1920, recorded in Deed Book 97, Page 286, of records of deeds in office of Recorder of Perry County, Ohio, to which reference is hereby made and had.

And all the ESTATE, TITLE and INTEREST of the said Archie Folk and Bessie Folk, his 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 R. W. Snider, heirs and assigns forever.

AND THE SAID Archie Folk and Bessie Folk, his wife, for themselves and their heirs, executors and administrators do hereby COVENANT with the said R. W. Snider, heirs and assigns, that they are the true and lawful owners of the said premises and have full power to convey the same; and that the title so conveyed is CLEAR, FREE and UNINCUMBERED: AND FURTHER, That they do WARRANT and WILL DEFEND the same against all claim or claims, of all persons whomsoever; EXCEPTING, EXPRESSLY, However, the Taxes thereon falling due on or about December 20, 1925, and June 20, 1926, which said taxes said grantee assumes and agrees to pay as part of the purchase price of said premises, and, also, Excepting the rights and interests of the lessee, its heirs and assigns, in and under the oil and gas lease now on said premises.

IN WITNESS WHEREOF, The said Archie Folk and said wife Bessie Folk, who hereby release all their right and expectancy of DOWER in the said premises, have hereunto set their hands this 18th day

of September in the year of our Lord one thousand nine hundred and twenty-five (1925).

Signed and acknowledged in presence of-

Jessie Folk Archie Folk

E. P. Walser Bessie Folk.

STATE OF OHIO, COUNTY OF PERRY, SS:

BE IT REMEMBERED, That on this 18th day of September in the year of our Lord one thousand nine hundred and twenty-five (1925) before me, the subscriber, a Notary Public in and for said County, personally came Archie Folk and Bessie Folk, his wife, the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal on the day and year last aforesaid.

E. P. Walser.
Notary Public, Perry County, Ohio. Seal.

Received for Record October 28, 1925. @ 2:P. M.

Recorded November 5, 1925. Fee $1.25

UNITED STATES INTER. REVENUE
A. F. F.
9/18/25
DOCUMENTARY

RECORDER. Ida J Miller

x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-

Reg. No. 3442.
MARTHA BROOKS
TO
JOSEPH L. JOHNSON

KNOW ALL MEN BY THESE PRESENTS;

That Martha Brooks, an unmarried woman of the Village of Rendville, County of Perry and State of Ohio, Grantor, in consideration of the sum of One Dollar and other good and valuable considerations to her paid by Joseph L. Johnson of the City of Columbus, County of Franklin and State of Ohio. Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY to the said grantee Joseph L. Johnson, his heirs and assigns forever, the following REAL ESTATE situated in the County of Perry, in the State of Ohio and in the township of Monroe, and bounded and described as follows;

Being a part of the east half of the south-west quarter of Section 3, Monroe Township, Perry County, Ohio, and commencing 39 rods north of the southwest corner of said half quarter section; thence north 80 rods to a stake; thence east 34 rods to the center of the public road; thence along the center of said road a southerly direction 90 rods to the north line of the land owned by Charles and Carrie Brooks; thence west 37 rods to the place of beginning, containing 18 acres, more or less.

Excepting all the coal underlying the same, with the rights of mining and removing the same.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, Joseph L. Johnson, his heirs and assigns forever.

AND THE SAID GRANTOR Martha Brooks for herself and her heirs, does hereby covenant with the said Grantee Joseph L. Johnson, his heirs and assigns, that she is lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER and that she will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said Grantee, Joseph L. Johnson, his his heirs and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said Grantor Martha Brooks, an unmarried woman as aforesaid has hereunto set her hand, this 28th day of October in the year of our Lord one thousand nine hundred and twenty-five (1925)

Signed and acknowledged in presence of

Paul Tague Martha Brooks

Vincent Tague

THE STATE OF OHIO, PERRY COUNTY, SS.

REG. NO. 455 ✓

HARRY E. HOYMAN & WIFE

TO

ARCHIE FOLK

KNOW ALL MEN BY THESE PRESENTS: That Harry E. Hoyman and Ida Hoyman, his wife, of the village of Somerset, Perry County, Ohio, Grantors Herein, in consideration of One Dollar and other good and valuable considerations to them paid by Archie Folk, of Perry County, Ohio, the receipt whereof is hereby acknowledged do hereby Grant, Bargain, Sell and Convey to the said Archie Folk, his heirs, and assigns forever, the following described real estate, situate in Reading Township, in Perry County, Ohio, and further described as follows:

First Tract:- Being 84 acres and 26 rods, more or less, lying in the North-west quarter of section No. 9, in Township No. 16, and Range No. 16, beginning at a post at the north-west corner of said quarter section; thence running south 93 rods or more to the northwest corner of a tract of land in the south part of the same quarter section, which at the time of the conveyance of the said 84 acre & 26 rods to Samuel Swinehart, was owned by Jacob Souslin afterward by David Foy, and now by Bernard Clouse; thence east along said Souslin tract 162 rods & 20 links to the east line of said quarter section; thence north 63 rods or more to the State road; thence west 30 rods; thence along the Margin of said state road to McKinney's line; and thence west to place of beginning, saving and excepting however, 9.25 acres in the south-west corner of the above tract which was conveyed by said Samuel Swinehart & Wife to Bernard Clouse by deed dated Jan 4 1862, and described as beginning at the north-west corner of said Jacob Souslin tract, 93 rods or more south of the north-west corner of said quarter section; thence thence north on section line, 40 rods; thence east 34 rods; thence south 20 rods; thence east 6 rods; thence south 20 rods; and thence west along said Jacob Souslin tract 40 rods to beginning, and leaving in tract hereby conveyed, 75 acres, more or less.

Second Tract:- Also the following real estate, situate in said County, Township and State, and being a part of the northwest quarter of section No. 9, Township 16 and Range 16, beginning at the north-west corner of 5 acres of land purchased from Samuel Swinehart by Bernard Clouse ; thence on section line north 20 rods; thence east 34 rods; thence south 20 rods; thence west 34 rods to place of beginning containing 4.25 acres of land, more or less, and in both of above tracts containing 79.25 acres, more or less.

Both of above tracts being the same real estate which was conveyed to said Harry E. Hoyman, by deeds dated Dec. 3, 1895 from Nellie H. Hoyman and Emma S. Hoyman, and which deeds were recorded in Vol. 48 pages 518 to 521 inclusive Perry County Deed Records. and all the Estate, Title and Interest of the said Harry E. Hoyman and Ida Hoyman, his 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 Archie Folk, his heirs and assigns forever.

And the said Harry E. Hoyman and Ida Hoyman, his wife, for themselves and their heirs, executors and administrators, do hereby Covenant with the said Archie Folk, his heirs, and assigns, that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is Clear, Free and Unincumbered; and further, That they do Warrant and Will Defend the same against all claim or claims, of all persons whomsoever, except as to oil and gas lease now on said premises, which said Grantee is to assume and is to receive all royalties and rentals therefrom.

In Witness Whereof, The said Harry E. Hoyman, and Ida Hoyman, his wife,

who hereby releases all her right and expectancy of Dower in the said premises, have hereunto set their hands this 18th day of December, in the year of our Lord one thousand nine hundred & Twenty (1920).

SIGNED AND ACKNOWLEDGED IN PRESENCE OF:

M. H. King — Harry E. Hoyman

E. P. Walser — Ida M. Hoyman

STATE OF OHIO, COUNTY OF PERRY, SS.

BE IT REMEMBERED, That on this 18th day of December, in the year of our Lord one thousand nine hundred & Twenty (1920) before me, the subscriber, a Notary Public, in and for said county, personally came Harry E. Hoyman and Ida Hoyman, his wife, the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial seal on the day and year last aforesaid.

E. P. Walser, Notary Public. (Seal).

UNITED STATES INTER. REVENUE 3/3/21 DOCUMENTARY

Received for record March 3, 1921. @ 8.10 A.M.
Recorded March 3, 1921.

Fee $1.20

RECORDER.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

REG. NO. 457 ✓ : $5.00 Feb. 25. 1921.

MIKE BOWE : Received of Mr. Mike Bowe, Five Dollars

TO : ($5.00) for Cemetery Lot No. 78. Mt.

THE TRUSTEE'S OF MT. CALVARY CEMETERY. : Calvary Cemetery.

Henry J. Kelleman

Received for record March 3, 1921. @ 12.30 P.M.
Recorded March 4, 1921.

Fee 25¢ ✓

RECORDER.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

REG. NO. 458 ✓ : KNOW ALL MEN BY THESE PRESENTS: That, Whereas,

IRENE MOORE, ADMINISTRATRIX OF THE : on the 20th day of August, 1920, Irene Moore was

ESTATE OF CHARLES TRACY, DECEASED. : duly appointed and qualified as Administratrix

TO : of the estate of Charles Tracy, deceased, late

THE McLUNEY COAL COMPANY. : of Perry County, Ohio, by the Probate Court of said County; and afterwards, to-wit: on the 13th day of October, 1920, said Administratrix filed her certain petition and then and thereby commenced an action in the Probate Court of Perry County, Ohio, against Christena Elder, Irene Moore, Ralph Tracy, Lillie Riffle, Effie Robison, Roy Tracy, Adults, Beulah Ricketts Rinehart, Stanley Ricketts, Minors over fourteen years of age, Audrey Dunkle, Carl Dunkle, Charles Dunkle, Chester Dunkle, Georgiana Dunkle, and Vera Lucile Tracy, Minors under fourteen years of age, sole heirs at law of Charles Tracy, Deceased; Ida M. Tracy, the widow of said Charles Tracy, Deceased; the Home Building Company, and numbered on the Docket of said Court as Case no. 13195, praying, among other things, for an order of sale of certain real estate therein

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST DISTRICT 05 CRS Perry 00022 6.613 PARCEL 001 PID 124377

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page/Instrument No.	Type Instrument
		Brief Land Description & Remarks			
Clifford Dale Wilson and Mary Wilson, husband and wife	David L. Marsh Sr. and Victoria L. Marsh, husband and wife	9/2/1999	09/03/1999 1:08 PM	OR Bk. 245 / Pg. 313	Warranty Deed
		Being a part of Section 9, Township 16 North, Range 16 West, Reading Township, Perry County, Ohio... the tract as surveyed contains 37.91 acres, more or less, including 6.58 acres that are contained within the Corporation of the Town of Somerset.			
Clifford Dale Wilson, Executor of the Estate of Audrey K. Wilson aka A.K. Wilson, deceased	Clifford Dale Wilson	9/16/1994	09/21/1994 8:32 PM	OR Bk. 127 / Pg. 201	Executor's Deed
		Being a part of the Southeast Quarter of Section 9, in the Village of Somerset, Township 16, Range 16, Reading Township, Perry County, Ohio... the tract as surveyed contains 2.09 acres, more or less.			
Betty Gothard, an unremarried widow	A.K. Wilson	5/16/1989	05/16/1989 2:44 PM	OR Bk. 49 / Pg. 507	Warranty Deed
		Being a part of the Southeast Quarter of Section 9, in the Village of Somerset, Township 16, Range 16, Reading Township, Perry County, Ohio... the tract as surveyed contains 2.09 acres, more or less.			
The Estate of Calvin E. Gothard, deceased	Betty Joan Gothard	7/30/1975	08/04/1975 9:45 AM	Bk. 224 / Pg. 184	Certificate of Transfer
		PARCEL I: Situated in the Village of Somerset, County of Perry and State of Ohio: Being an undivided one-half (1/2) interest in a part of Section 9, Township 16, Range 16... containing 8.24 acres, more or less... PARCEL II: Being an undivided one-half (1/2) interest in the following: Being a part of the Southeast Quarter of Section 9, Township 16, Range 16, in the Village of Somerset, Reading Township, Perry County, Ohio... Being Out-Lots Numbered One (1) and Seventy-one (71) in said Village of Somerset... also a part of the East half of said Section 9... containing 2.5 acres, more or less.			
Grace V. Young, unmarried	Calvin E. Gothard and Betty J. Gothard	10/17/1967	11/07/1967 10:55 AM	Bk. 192 / Pg. 103	Warranty Deed
		Situate in the Village of Somerset in the County of Perry and State of Ohio. Being a part of Sec. 9, T. 16, R. 16, Perry County, Ohio... containing 8.24 ac.			
The Estate of Stevan A. Young, deceased	Grace V. Young	6/28/1966	08/15/1966 10:45 AM	Bk. 187 / Pg. 657	Certificate of Transfer
		Tract 1. (NOT IN TAKE)... Tract 2. Situated in the County of Perry in the State of Ohio and in the Village of Somerset... Being a part of the East half of Section No. 9, Township No. 16, Range No. 16... containing 9.0 acres of land, more or less.			
Meritt K. Thogmartin and Sylvia	Calvin E. Gothard and Betty Joan	4/11/1964	04/11/1964 8:28 AM	Bk. 180 / Pg. 727	Warranty Deed
		Situated in the County of Perry in the State of Ohio, and in the Village of Somerset... Being Out-Lots			

Thogmartin, his wife	Gothard	Numbered One (1) and Seventy-One (71)... also, the following real estate, situate in the Village of Somerset, County of Perry and State of Ohio and being a part of the east half of section Nine (9) township 16 and range 16... containing 2.5 acres, more or less.			
Edward J. Bever et ux	Meritt K. Thogmartin	12/6/1958	12/07/1959 9:30 AM	Bk. 175 / Pg. 668	Warranty Deed
		Situated in the County of Perry in the State of Ohio, and in the Village of Somerset... Being Out-Lots Numbered One (1) and Seventy-One (71) in said Village of Somerset... also the following real estate, situate in the Village of Somerset, County of Perry and State of Ohio and being a part of the east half of section Nine (9) township 16 and range 16... containing 2.5 acres, more or less.			
Bertha Dangelo and Angelo R. Dangelo, her husband	Stevan A. Young	5/21/1956	06/06/1956 9:45 AM	Bk. 168 / Pg. 624	Warranty Deed
		Situated in the County of Perry in the State of Ohio, and in the Village of Somerset... Being a part of the East half of Section No. 9, Township No. 16, Range No. 16... and containing 9.0 acres of land, more or less.			
Della Ream and Trafford Ream, her husband	Bertha Dangelo	9/10/1954	11/01/1954 10:30 AM	Bk. 164 / Pg. 619	Warranty Deed
		Situated in the County of Perry in the State of Ohio and in the Village of Somerset... Being a part of the East half of Section No. 9, Township No. 16, Range No. 16... containing 9.0 acres of land, more or less.			
Lawrence Love and Laura Love, his wife	Della Ream	9/16/1952	09/25/1952 9:55 AM	Bk. 161 / Pg. 59	Warranty Deed
		Situated in the County of Perry in the State of Ohio and in the Village of Somerset... being a part of the east half of Section No. 9, Township No. 16, Range No. 16... containing twelve (12) acres, more or less.			
Bertha Kline, a widow	Lawrence Love and Laura Love, his wife	11/13/1945	01/08/1946 8:09 AM	Bk. 143 / Pg. 29	Warranty Deed
		Situated in the County of Perry in the State of Ohio and in the Village of Somerset... being a part of the East half of Section No. 9 township No. 16, range No. 16... containing twelve (12) acres, more or less.			
John Kline and Sarah N. Kline his wife, Lena Fenton and Jess Fenton her husband, Mery Sterner and James Sterner her husband, Nellie Guinsler and Lawrence Guinsler her husband, Rosanne Fisher and Wilber Fisher her husband, and Rita	Bertha Kline	10/10/1945	12/26/1945 9:55 AM	Bk. 142 / Pg. 618	Quit Claim Deed
		Situated in the County of Perry in the State of Ohio and in the Village of Somerset... Being a part of the East half of Section No. 9, Township No. 17, Range 16... containing twelve (12) acres, more or less.			

Ridenour and Robert Redenour her husband.					
William Kline, deceased	Bertha Kline, John Kline, Lena Fenton, Mary Sterner, Nellie Guinsler, Roseanne Fisher and Rita Ridenour.	8/18/1945	12/26/1945 9:50 AM	Bk. 142 / Pg. 617	Certificate of Transfer
		Situate in the State of Ohio, County of Perry and in the Village of Somerset; and being a part of the East half of section No. 9 township No. 16 Range 16... containing twelve (12) acres, more or less.			
Administrator of the Estate of John J. Clouse, deceased	Edward J. Bever	10/17/1942	11/05/1942 10:00 AM	Bk. 137 / Pg. 305	Executor's Deed
		The following REAL ESTATE (NOT IN TAKE)... Also the following real estate, situate in the Village of Somerset, Ohio, and being a part of the east half of section 9, Township 16, and Range 16... containing 2.5 acres, more or less.			
The Estate of Louisa Clouse, deceased	John J. Clouse	1/30/1918	06/05/1918 9:15 AM	Bk. 91 / Pg. 94	Executor's Deed
		Situate in the Village of Somerset in the County of Perry and State of Ohio... Being a part of the east half of Section nine (9) Township sixteen (16) and Range sixteen (16), in said Village of Somerset, Ohio... containing two and one half (2 1/2) acres, more or less			
Minnie Metzger and Hugh Metzger, her husband, Osie Kindle and Clarence Kindle, her husband, and Ella Clouse, formerly Ella Cotterman and Bernard Clouse, her husband	William Kline	3/29/1916	06/30/1916 1:00 PM	Bk. 87 / Pg. 290	Quit Claim Deed
		Situate in the Village of Somerset, in Perry County, Ohio... being a part of the east half of section nine (9), township sixteen (16) and range sixteen (16)... containing twelve (12) acres, more or less.			

Instrument
199900005896

GENERAL WARRANTY DEED

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

KNOW ALL MEN BY THESE PRESENTS, that **Clifford Dale Wilson** and **Mary Wilson,** husband and wife, whose mailing address is 1899 State Route 204 NW, Glenford, Ohio 43739,for valuable consideration paid, grant (s) with general warranty convenants to **David L. Marsh Sr.** and **Victoria L. Marsh,** husband and wife, for their joint lives, remainder to the survivor of them, whose tax mailing address is 3975 Gun Barrel Road, Rushville, OH 43150the following-described real estate:

Being a part of Section 9, Township 16 North, Range 16 West, Reading Township, Perry County, Ohio and being part of the lands of Clifford Dale Wilson, OR 127, page 201, and OR 121, page 505, and being more particularly described as follows:

Beginning, for reference, at a railroad spike found at the Northwest corner of Section 9; thence South 00 degrees 54'59" West 1278.05 feet along the west line of Section 9 to a iron pin found, passing iron pin found at 30.00 feet; thence South 89 degrees 30'40" East 1204.61 feet to a post; thence South 00 degrees 15'03" West 179.57 feet to a iron pin found; thence South 00 degrees 15'03" West 133.50 feet to a post; thence South 09 degrees 04'57" East 752.57 feet to a iron pin found and the principal place of beginning of the tract herein to be described; thence South 58 degrees 39'16" East 586.59 feet to a iron pin found; thence South 83 degrees 40'18" East 668.28 feet to a iron pin found; thence North 16 degrees 18'35" West 151.893 feet to a post; thence North 8 degrees 55'20" West 212.639 feet to a post; thence North 22 degrees 26'09" West 536.159 feet to a iron pin found; thence North 07 degrees 59'52" East 699.36 feet to a iron pin set; thence South 89 degrees 14'23" East 379.45 feet to a iron pin set on the Corporation line of the Town of Somerset; thence, with said corporation line, South 00-36-42 West 334.45 feet to a post; thence, with said corporation line, North 77 degrees 54'48" East 79.31 feet to a post; thence, with said corporation line, South 26 degrees 58'13" East 700.24 feet to a post; thence, with said corporation line, South 52 degrees 43'34" West 186.98 feet to a iron pin found; thence, with said corporation line, South 35 degrees 49'40" West 465.30 feet to a iron pin found; thence, with said corporation line, South 00 degrees 49'48" West 462.76 feet to a iron pin found; thence, leaving said corporation line, North 73 degrees 05'19" East 96.65 feet to a iron pin found on the West Creek Bank; thence the following 22 courses along the West Creek bank;

South 33 degrees 16'17" West 32.76 feet
South 41 degrees 57'39" West 70.49 feet
South 48 degrees 52'43" East 77.22 feet
South 24 degrees 35'52" East 95.64 feet
South 11 degrees 10'59" East 26.17 feet
South 03 degrees 08'01" East 61.79 feet
South 38 degrees 43'29" East 61.61 feet

TRANSFERRED
DATE 9-13-99
SEC. 319.54 1-54
SEC. 319.202 COMPLIED
WITH AMT 148.00
JOANN N. HANKINSON
AUDITOR PERRY CO OHIO
BY

South 48 degrees 34'27" East 15.39 feet
South 15 degrees 47'00" East 58.25 feet
South 29 degrees 40'54" East 28.88 feet
South 02 degrees 18'47" East 88.85 feet
South 23 degrees 17'34" East 32.42 feet
South 08 degrees 11'26" West 25.46 feet
South 33 degrees 12'45" East 41.04 feet
South 40 degrees 40'25" West 19.97 feet
South 67 degrees 25'40" East 42.82 feet
South 57 degrees 18'23" East 19.79 feet
South 20 degrees 26'16" East 111.49 feet
South 21 degrees 04'57" East 55.57 feet
South 36 degrees 46'08" East 97.01 feet
South 35 degrees 43'35" East 33.55 feet
South 35 degrees 43'35" East 10.00 feet

Thence, along the North side of State Route 22, South 50 degrees 43'55" West 80.52 feet to a point; thence, along the North side of State Route 22, South 50 degrees 43'57" West 505.00 feet to a point on the vorporation line of the town of Somerset; thence, with said corporation line, North 00 degrees 49'40" East 10.00 to a iron pin found; thence, with said corporation line, North, 00 degrees 49'40" East 1048.74 feet to iron pin set; thence, leaving said corporation line, North 71 degrees 39'56" West 267.95 feet to a iron pin found; thence North 73 degrees 18'27" West 330.00 feet to a iron pin found; thence North 69 degrees 51'27" West 231.00 feet to a iron pin found; thence North 66 degrees 49'27" West 495.00 feet to a iron pin found; thence North 09 degrees 04'57" West 505.80 feet to the place of beginning. The tract as surveyed contains 37.91 acres, more or less, including 6.58 acres that are contained within the Corporation of the Town of Somerset, and subject to all highways and easements of records.

Description Meets Minimum, Survey Standards, Approval for transfer is up to the Auditors Office. 9-3-97 CRC Perry County Engineers Ofc.

Bearings in the above description are based on the North line of Section 9 bearing North 90 degrees 00'00" East.

Iron pins set are 5/8 inch rebar, 30 inches long with plastic identification caps set flush with the ground.

T. Chris Wilson, Ohio Registered Surveyor No. 6465, September 15, 1998.

This convance is made in completion of a certain land contract between Grantor and Grantee as recorded in Volume 218, Page 376, Official Records ,Perry County, Ohio.

Husband/Wife releases all rights of dower therein.

UNOFFICIAL COPY PROPERTY OF PERRY COUNTY OHIO - NOT FOR RESALE

WITNESS their hands this 2nd day of September, 1999.

SIGNED & ACKNOWLEDGED
IN THE PRESENCE OF

Annista Buxton
(as to both)

Clifford Dale Wilson

Cindy M O'Neil
(as to both)

Mary Wilson

State of Ohio,
Perry County, ss:

BEFORE ME, a notary public in and for said county and state, personally came the above named Clifford Dale Wilson and Mary Wilson, who acknowledged that they did sign the foregoing instrument and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Perry County, Ohio, this 2nd day of September, 1999.

NOTARY SEAL PUBLIC

Cindy M O'Neil
Notary Public - State of Ohio

CINDY M. O'NEIL
NOTARY PUBLIC - STATE OF OHIO
MY COMM. EXPIRES 5-19 2004

199900005896
Filed for Record in
PERRY COUNTY, OHIO
BARBARA J. FOX
On 09-03-1999 At 01:08 pm.
DEED 20.00
OR Book 245 Page 313 - 315

199900005896
WALTER HOWDYSHELL

This Instrument Prepared By:
WALTER J. HOWDYSHELL CO., L.P.A., Attorneys at Law,
Peoples National Bank Building, P. O. Box 508, New Lexington, Ohio 43764,
Telephone: 740-342-3582

Instrument		Book	Page
199900005896	OR	245	315

UNOFFICIAL DOCUMENT - PROPERTY OF PERRY COUNTY - NOT FOR RESALE

UNOFFICIAL COPY PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

EXECUTOR'S DEED

KNOW ALL MEN BY THESE PRESENT, that **Clifford Dale Wilson,** Executor of the Estate of Audrey K. Wilson aka A. K. Wilson, deceased, (Case No. 931157), by the power conferred by the Common Pleas Court of Perry County, Ohio, Probate Division, and every other power, for Two Thousand Eight Hundred Dollars ($2,800.00) paid, grants, with fiduciary covenants, to **Clifford Dale Wilson,** married, whose tax-mailing address is 1899 State Route 204 North West, Glenford, Ohio 43739, the following real property:

Being a part of the Southeast Quarter of Section 9, in the Village of Somerset, Township 16, Range 16, Reading Township, Perry County, Ohio and being a part of the land described in Volume 224, Page 184, and being more particularly described as follows:

Beginning for reference at a railroad spike found at the southeast corner of Section 9; thence North 89 degrees 44′ 36" West 2667.01 feet to a point; thence North 16 degrees 16′ 29" East 1449.19 feet to a point on the north side of West Main Street and the principal place of beginning of the tract herein to be described; thence North 30 degrees 46′ 50" West 534.60 feet along the land of C. and M. Wilson, OR 44, Page 721, to an iron pin set, passing an iron pin set at 10.00 feet; thence North 11 degrees 59′ 50" West 289.70 feet along the land of C. and M. Wilson to an iron pin set; thence South 84 degrees 53′ 51" West 42.21 feet along the land of C. and M. Wilson to an iron pin set in the mid-section line; thence North 0 degrees 48′ 53" East 218.06 feet along the mid-section line and the land of A. K. Wilson, OR 37, Page 238, to an iron pin set; thence North 73 degrees 05′ 05" East 96.64 feet along the land of D. and M. Curry, Volume 181, Page 326, to an iron pin set on the west bank of a small stream; thence along the west bank of the stream the following courses: South 33 degrees 12′ 14" West 32.85 feet to a point; thence South 41 degrees 56′ 52" West 70.49 feet to a point; thence South 48 degrees 53′ 30" East 77.22 feet to a point; thence South 24 degrees 36′ 39" East 95.64 feet to a point; thence South 11 degrees 11′ 46" East 26.17 feet to a point; thence South 3 degrees 08′ 48" East 61.79 feet to a point; thence South 38 degrees 44′ 16" East 61.61 feet to a point; thence South 48 degrees 35′ 14" East 15.39 feet to a point; thence South 15 degrees 47′ 47" East 58.25 feet to a point; thence South 29 degrees 41′ 41" East 28.88 feet to a point; thence South 2 degrees 19′ 34" East 88.85 feet to a point; thence South 23 degrees 18′ 21" East 32.42 feet to a point; thence South 8 degrees 10′ 39" West 25.46 feet to a point; thence South 33 degrees 13′ 32" East 41.04 feet to a point; thence South 40 degrees 39′ 38" West 19.97 feet to a point; thence South 67 degrees 26′ 27" East 42.82 feet to a point; thence South 57 degrees 19′ 10" East 19.79 feet to a point; thence South 20 degrees 27′ 03" East 111.49 feet to a point; thence South 21 degrees 05′ 44" East 55.57 feet to a point; thence South 36 degrees 46′ 55" East 97.01 feet to a

point; thence South 35 degrees 44' 22" East 43.55 feet to a point on the north side of West Main Street, passing an iron pin set at 33.55 feet; thence along the north side of West Main Street South 50 degrees 43' 08" West 80.52 feet to the place of beginning. The tract as surveyed contains 2.09 acres, more or less, subject to all highways and easements of record.

Bearings in the above description are based on the west line of the southeast Quarter of Section 9 bearing North 0 degrees 48' 53" East.

Iron pins set are 5/8 inch rebar, 30 inches long with plastic identification caps set flush with the ground.

T. Chris Wilson, Ohio Reg. Surveyor No. 6465, May 12, 1989.

Auditor's Parcel No. 032-000240-00-00

PRIOR REFERENCE: OR Volume 49, Page 507

Approved for Auditor's purposes. Plat on file at Engineer's Office. M.H. 8-29-94
Date
MILTON C. CANNON, ENGINEER

Description Meets Minimum Survey Standards, Approval for transfer is up to the Auditors Office. M.H. 8-29-94
Perry County Engineers Ofc.

(209024)

UNOFFICIAL COPY OF PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

WITNESS his hand this 16th day of September, 1994.

SIGNED & ACKNOWLEDGED IN THE PRESENCE OF

Carmen Sherrick

Candy M. Diehl

Clifford Dale Wilson, Executor of the Estate of Audrey K. Wilson aka A. K. Wilson, Dec'd

State of Ohio
Perry County, ss:

BEFORE ME, a notary public in and for said county and state, personally came the above named Clifford Dale Wilson, Executor of the Estate of Audrey K. Wilson aka A.K. Wilson, Deceased, who acknowledged that he did sign the foregoing instrument and that the same was his voluntary act and deed, both individually, and as Executor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at New Lexington, Ohio, this 16th day of September, 1994.

NOTARIAL SEAL STATE OF OHIO

Carmen Sherrick
Notary Public - State of Ohio

CARMEN SHERRICK
NOTARY PUBLIC - STATE OF OHIO
MY COMM. EXPIRES 4-20-99

This Instrument Prepared By:

WALTER J. HOWDYSHELL CO., L.P.A.
Attorneys at Law
Peoples National Bank Building
P.O. Box 508
New Lexington, Ohio 43764-0508
Telephone: 614-342-3582
FAX: 614-342-3584

RECEIVED FOR RECORD
At 8:32 o'clock P m.
SEP 21 1994
OFF. REC. VOL. 127 Pg 201
BARBARA J. FOX, Recorder
FEE $ 14.00 Perry County, Ohio

TRANSFERRED
DATE 9-16-94
SEC 319.54 504
SEC 319.202 N COMPLIED
MN

FORM 666 Warranty Deed - OHIO. Statutory Form
REV. 8/76

TUTBLANX REGISTERED U. S. PAT. OFFICE
TUTTLE LAW PRINT, PUBLISHERS, RUTLAND, VT 05701

1249

Know all Men by these Presents

That BETTY GOTHARD, an unremarried widow,

of Perry County, State of Ohio, for valuable consideration paid, grant with general warranty covenants, to A. K. WILSON

See O.R. Vol. 64 Pg. 410

whose tax mailing address is North Drive, Somerset, Ohio 43783

the following real property:

Being a part of the Southeast Quarter of Section 9, in the Village of Somerset, Township 16, Range 16, Reading Township, Perry County, Ohio and being a part of the land described in Volume 224, Page 184 and being more particularly described as follows:
Beginning, for reference, at a railroad spike found at the southeast corner of Section 9; thence North 89° 44' 36" West 2667.01 feet to a point; thence North 16° 16' 29" East 1449.19 feet to a point on the north side of West Main Street and the principal place of beginning of the tract here-in to be described; thence North 30° 46' 50" West 534.60 feet along the land of C. and M. Wilson, OR 44, Page 721, to an iron pin set, passing an iron pin set at 10.00 feet; thence North 11° 59' 50" West 289.70 feet along the land of C. and M. Wilson to an iron pin set; thence South 84° 53' 51" West 42.21 feet along the land of C. and M. Wilson to an iron pin set in the mid-section line; thence North 0° 48' 53" East 218.06 feet along the mid-section line and the land of A. K. Wilson, OR 37, Page 238, to an iron pin set; thence North 73°05' 05" East 96.64 feet along the land of D. and M. Curry, Volume 181, Page 326, to an iron pin set on the west bank of a small stream; thence along the west bank of the stream the following courses: South 33° 12' 14" West 32.85 feet to a point; thence South 41° 56' 52" West 70.49 feet to a point; thence South 48° 53' 30" East 77.22 feet to a point; thence South 24° 36' 39" East 95.64 feet to a point; thence South 11° 11' 46" East 26.17 feet to a point; thence South 3° 08' 48" East 61.79 feet to a point; thence South 38° 44' 16" East 61.61 feet to a point; thence South 48° 35' 14" East 15.39 feet to a point; thence South 15° 47' 47" East 58.25 feet to a point; thence South 29° 41' 41" East 28.88 feet to a point; thence South 2° 19' 34" East 88.85 feet to a point; thence South 23° 18' 21" East 32.42 feet to a point; thence South 8° 10' 39" West 25.46 feet to a point; thence South 33° 13' 32" East 41.04 feet to a point; thence South 40° 39' 38" West 19.97 feet to a point; thence South 67° 26' 27" East 42.82 feet to a point; thence South 57° 19' 10" East 19.79 feet to a point; thence South 20° 27' 03" East 111.49 feet to a point; thence South 21° 05' 44" East 55.57 feet to a point; thence South 36° 46' 55" East 97.01 feet to a point; thence South 35° 44' 22" East 43.55 feet to a point on the north side of West Main Street, passing an iron pin set at 33.55 feet; thence along the north side of West Main Street South 50° 43' 08" West 80.52 feet to the place of beginning. The tract as surveyed contains 2.09 acres, more or less, subject to all highways and easements of record.

Bearings in the above description are based on the west line of the southeast Quarter of Section 9 bearing North 0° 48' 53" East.

Iron pins set are 5/8 inch rebar, 30 inches long with plastic identification caps set flush with the ground.

T. Chris Wilson, Ohio Reg. Surveyor No. 6465. Date: May 12, 1989.

LEGAL LAND SURVEY PERRY CO. OHIO NOT FOR RESALE

TRANSFERRED
DATE 5-16-89
SEC. 319.54 50
SEC. 319.202 COMPLIED WITH AMT 3.00.00
JOANN M. HANKINSON
AUDITOR PERRY CO. OHIO
BY

RECEIVED FOR RECORD
At 2:44 o'clock P. m.
MAY 16 1989
OFF. REC. VOL. 49 Pg. 507
BARBARA J. FOX, Recorder
FEE $10.00 Perry County, Ohio

UNOFFICIAL COPY PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

Prior Instrument Reference: Volume 224, *Page* 184, Deed Records.
~~*wife/husband of the grantor, releases all rights of dower therein.*~~

Witness her *hand this* 16 *day of* May
19 89.

Signed and acknowledged in presence of

Amy K. Barnett

Phyllis a. Woods

Betty Gothard
Betty Gothard

State of Ohio, Perry *County,* } *ss.* *Before me, a* notary public *in and for said County and State, personally appeared the above named*

Betty Gothard

who acknowledged that he *did sign the foregoing instrument and that the same is* his *free act and deed.*

In Testimony Whereof, *I have hereunto set my hand and official seal, at* New Lexington, Ohio *this* *day of* May *A. D. 19*89

PHYLLIS A. WOODS
Notary Public-State of Ohio
My Commission Expires Nov. 19, 1991
Seal

Phyllis a. Woods
Notary Public - State of Ohio

State of , } *ss.* *Before me, a* *County,* *in and for said County and State, personally appeared the above named*

who acknowledged that *did sign the foregoing instrument and that the same is* *free act and deed.*

In Testimony Whereof, *I have hereunto set my hand and official seal, at* *this* *day of* *A. D. 19*

This instrument prepared by WALTER J. HOWDYSHELL CO., L.P.A.

Prob. 131 C 184 BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

61226

Certificate for Transfer of Real Estate

Revised Code, Sec. 2113.61

Court of Common Pleas, Probate Division, Perry County, Ohio

In the Matter of
THE ESTATE OF
Calvin E. Gothard
Deceased

No. 75-26053

Certificate for Transfer of Real Estate

To the Recorder of Perry County, Greeting:

I hereby certify that the records of this Court show that Calvin E. Gothard, *a resident of* RFD #2, Somerset, Ohio *in said County, died* Testate (testate or intestate) *on the* 27th *day of* December, *19* 74, (1) that his last Will and Testament was filed in the Court of Common Pleas, Probate Division of Perry County, Ohio, on January 8,1975, admitted to probate on January 23,1975 and recorded in Volume , Page , of the Record of Wills in said County,
and that on the 23rd *day of* January, *19* 74, (2) Betty Joan Gothard

was appointed by this Court, (3) Executrix *of the estate of said decedent; that said estate is being administered under No.* 75-26053 *and a memorandum record of said estate can be found in Administration Docket No.* ....., *Page* ..... *of the Records of the Court of Common Pleas, Probate Division, of* Perry *County, Ohio.*

That said decedent died seized of the following described parcels of real estate situated in your County:—

PARCEL I:

Situated in the Village of Somerset, County of Perry and State of Ohio: Being an undivided one-half (1/2) interest in a part of Section 9, Township 16, Range 16, Perry County, Ohio and bound as follows:

Beginning at a point in North edge of pavement (U. S. Route No. 22) North 50° East 505.0 feet distant from its intersectinn by the Quarter Section line 1078.14 feet North of the Southwest corner of the Southeast Quarter of Section 9; thence North 31° 30' West 534.6 feet to an iron pin; thence North 12° 43' West 289.7 feet to an iron pin; thence North 76° 18' East 497.85 feet to an iron pin; thence South 40° East 550.83 feet to an iron pin in edge of pavement; thence South 50° West 293.94 feet; thence North 43° 43' West 243.9 feet to a concrete monument; thence South 46° 18' West 84.7 feet to a concrete monument; thence South 43° 42' East 253.2 feet to an iron pin; thence South 50° West 278.5 feet to the place of beginning, containing 8.24 acres, more or less.

Being formerly described as Tract 2, Volume 187, Page 657, Perry County Deed Record, subject to the lease of 0.2934 acres recorded in Volume 80, Page 164 of the Perry County Lease Record.

Reference: Perry County Deed Record Volume 192, Page 103

1. If testate, "that ..... last will and testament was filed in the Court of Common Pleas, Probate Dvision, of ..... County, Ohio, on ..... 19....., admitted to probate on ..... 19....., and recorded in Vol. ....., Page ..... of the Record of Wills in said County."
2. In case of no administration, insert "an order was made by the Court relieving said estate from administration and directing delivery of personal property and transfer of real estate to the persons entitled thereto, and ....." and cross out lines relative to record, or if under last paragraph of Sec. 2113.61 write in pertinent facts.
3. "Administrator," "Executor" or "Commissioner to execute instruments of conveyance."

PARCEL II:

Being an undivided one-half (1/2) interest in the following: Being a part of the Southeast Quarter of Section 9, Township 16, Range 16, in the Village of Somerset, Peading Township, Perry County, Ohio and being more particularly described as follows:

Being Out-Lots Numbered One (1) and Seventy-one (71) in said Village of Somerset as the same are designated on a recorded plat of said Village of file in the Office of the Recorder, Perry County, Ohio.

Also a part of the East half of said Section 9, beginning at a post which stands North 19-1/2 degrees West and 25 links from the Northeast corner of a tract of land conveyed to Henry Filler about August 29, 1821; thence North 19-1/2 deegrees West 3.46 chains; thence South 74-1/2 degrees West 8.20 chains to the half section line; thence South 2.80 chains; thence North 76 degrees East 9.22 chains to the place of beginning, containing 2.5 acres, more or less.

And being the same premises conveyed to Merritt K. Thogmartin by deed recorded in Volume 175, Page 668 of the Deed Records of Perry County, Ohio.

EXCEPTING therefrom the following: Beginning for reference, at the Southwest corner of the Southeast quarter of said Section 9, said corner also being the Southwest corner of the Village of Somerset; thence North 0° 11' West 1100.11 feet on the half section line, to the North right-of-way of U. S. 22 and / or West Main Street; thence North 50° 00' East 1642.68 feet along said right-of-way to an iron pin; thence North 40° 00' West 382.29 feet to an iron pin in the centerline of an old road and the principal place of beginning of the tract hereinto be be conveyed; thence South 65° 51' West 148.26 feet to an iron pin in the centerline of an old road, thence South 67° 05' West 30.70 feet to an iron pin in the centerline of an old road; thence North 39° 08' West 375.63 feet to an iron pin; thence North 49° 21' East 549.40 feet to an iron pin; thence South 39° 47' East 448.20 feet to a point in the centerline of an old road, passing a reference iron pin at 431.44 feet; thence South 50° 19' West 256.93 feet to a point in the centerline of an old road; thence South 56° 45' West 125.52 feet to the principal place of beginning, the tract as surveyed contains 5.445 acres, more or less, subject to all legal highways and eastments of record.

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That the names of the devisees or persons inheriting said real estate and the interests to them passing, are as follows:

Names	P.O. Address	Relationship	Interest Passing
Betty Joan Gothard	RFD #2 Somerset, Ohio 43783	Widow	Entire Interest Passing

TRANSFERRED
DATE Aug 4 '75
SEC. 319.54 12.25
SEC. 319.202 COMPLIED
WITH AMT N
DELMER D. HOOPS
AUDITOR PERRY CO. OHIO
BY

RECEIVED FOR RECORD
At 9:45 o'clock A. M.
AUG 4 '75
RECORDED Aug 4, 1975
IN VOL. 224 PAGE 184
Recorder Kathleen O'Hare
Perry County, Ohio
Fee $4.00

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicates, to the names of the persons set forth, and that this certificate be recorded by the Recorder of Perry *County, in the deed records of said County.*

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 30th *day of* July, *19* 75.

Daniel C. Jenkins
Judge

By Donna Richele
Deputy Clerk

36214 ✓

Know all Men by these Presents

That Grace V. Young, unmarried

of Fairfield County, Ohio,
in consideration of One Dollar and other good and valuable considerations.

to her in hand paid by Calvin E. Gothard and Betty J. Gothard

whose address is Somerset, Ohio

do es hereby **Grant, Bargain, Sell and Convey**
to the said Calvin E. Gothard and Betty J. Gothard,

their heirs and
assigns forever, the following described **Real Estate**, situate in the Village
of Somerset in the County of Perry
and State of Ohio.

Being a part of Sec. 9, T. 16, R. 16, Perry County, Ohio and bound as follows, beginning at a point in north edge of pavement (U.S. Route No. 22) N 50° E 505.0 ft. distant from its intersection by the Quarter Section line 1078.14 ft. north of the S.W. corner of the S.E. Quarter of Sec. 9; thence N 31° 30' W 534.6 ft. to an iron pin; thence N 12° 43' W 289.7 ft. to an iron pin; thence N 76° 18' E 497.85 ft. to an iron pin; thence S 40° E 550.83 ft. to an iron pin in edge of pavement; thence S 50° W 293.94 ft.; thence N 43° 43' W 243.9 ft. to a concrete monument; thence S 46° 18' W 84.7 ft. to a concrete monument; thence S 43° 42' E 253.2 ft. to an iron pin; thence S 50° W 278.5 ft. to the place of beginning, containing 8.24 ac.

Being formerly described as Tract 2, Vol. 187, Page 657, Deed Records of Perry County, Ohio.



and all the **Estate, Right, Title and Interest** *of the said grantor in and to said premises;*
To have and to hold *the same, with all the privileges and appurtenances thereunto belonging, to said grantee s, their heirs and assigns forever.*
And the said Grace V. Young, unmarried

do es hereby **Covenant and Warrant** *that the title so conveyed is* **Clear, Free and Unincumbered**, *and that* she *will* **Defend** *the same against all lawful claims of all persons whomsoever.*

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In Witness Whereof, *the said* Grace V. Young, unmarried

and ~~hereby release~~ ~~right and expectancy of dower in said premises~~, *who has hereunto set* her *hand, this* 17th *day of* October *in the year A. D. nineteen hundred and* sixty-seven.

Signed and acknowledged in presence of us:

Marie Robbins

Robert U.Hastings Jr

Grace V. Young

State of Ohio, FAIRFIELD **County, ss.**

On this 17th *day of* October *A. D. 19* 67 *before me, a* Notary Public *in and for said County, personally came*

Grace V. Young, unmarried

the grantor in the foregoing deed, and acknowledged the signing thereof to be her *voluntary act and deed.*

Witness *my official signature and seal on the day last above mentioned.*

Robert U. Hastings, Jr., Notary Public for the State of Ohio.

This instrument prepared by Robert U. Hastings, Jr., Attorney.

Warranty Deed

Grace V. Young, unmarried

TO

Calvin E. Gothard and Betty J. Gothard
Somerset, Ohio

Fee $3.50
Transferred Nov 7 1967
Edwin A. Hogan
COUNTY AUDITOR

STATE OF OHIO
COUNTY OF Perry SS

RECEIVED FOR RECORD ON THE 7th day of November 1967 at 12:55 o'clock P. M. and RECORDED Nov. 7, 1967 in DEED Book 192 PAGE 103

James S. O'Dare
COUNTY RECORDER
RECORDERS FEE $ 3.00

Prob. 181-C

32558

Certificate for Transfer of Real Estate

Revised Code, Sec. 2113.16

No. 23852 Doc. Page Filed 19

Probate Court, Perry County, Ohio

In the Matter of
THE ESTATE OF
Stevan A. Young
Deceased

No. 23852

Certificate for Transfer of Real Estate

To the Recorder of Perry **County, Greeting:**

I hereby certify that the records of this Court show that Stevan A. Young, *a resident of* Somerset, Ohio *in said County, died* intestate (testate or intestate) *on the* 29th *day of* October, *19*65, (1)

and that on the 8th *day of* November, *19*65, (2) Grace V. Young

was *appointed by this Court,* (3) Administratrix *of the estate of said decedent; that said estate is being administered under No.* 23852 *and a memorandum record of said estate can be found in Administration Docket No.*, *Page* *of the Records of the Probate Court of* Perry *County, Ohio*

That said decedent died seized of the following described parcels of real estate situated in your County:—

Tract 1. Situate in the Village of Somerset in the County of Perry and State of Ohio; and being In-Lot number twenty-two (22) in said Village of Somerset, Ohio, as same is designated on the Recorded Plat of said Village on file in the Recorder's Office of said County. Reference: Deed Book No. 160, Page 190, of Deed Records of Perry County, Ohio.

Tract 2. Situated in the County of Perry in the State of Ohio and inthe Village of Somerset and bounded and described as follows: Being a part of the East half of Section No. 9, Township No. 16, Range No. 16, and being described as follows: Commencing at the southwest corner of the southeast quarter of said Section 9; thence North, with the section (half) line a distance of 1078.14 feet to the North line of the Zanesville and Maysville Turnpike (R. #22); thence North, 50° 00' East along the north line of said Turnpike a distance of 505.0 feet to the place of beginning thence with an angle to the left of 81° 30' a distance 534.6 feet; thence with an angle to the right of 20° 00' a distance of 289.7 feet; thence with an angle to the right of 92° 48' a distance of 599.7 feet; thence with an angle to the right of 64° 12' a distance of 477.0 feet; to the north line of the Turnpike; thence with an angle to the right of 81° 30' a distance of 295.7 feet along the North line of said Turnpike to marker at the southeast corner of Ohip Power Lot; thence with an angle to the right of 96° 18' a distance of 243.9 feet to the Northeast corner of said Ohio Power Lot; thence with an angle to the left of 90° 00' a distance of 84.7 feet along northwest line of Ohio Power Lot to the northwest corner thereof; thence with an angle to the left of 90° 00' a distance of 253.2 feet along the westerly side of said Ohio Power Lot to a marker at the junction of the southwest corner of said Ohio Power Lot and the North Line of the Turnpike; thence with an angle to the right of 83°12'

1 If testate, "that ——— 'last will and testament was filed in the Probate Court of ——— County, Ohio, on ——— 19—, admitted to probate on ——— 19—, and recorded in Vol. ———, Page ——— of the Record of Wills in said County."
2. In case of no administration, insert "an order was made by the Court relieving said estate from administration and directing delivery of personal property and transfer of real estate to the persons entitled thereto, and ———" and cross out lines relative to record, or if under last paragraph of Sec. 2113.61 write in pertinent facts.
3 "Administrator," "Executor" or "Commissioner to execute instruments of conveyance."

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~~That the names of the Devisees, or persons inheriting said real estate, and the interests to them passing, are as follows:~~

~~Names~~	~~P.O. Address~~	~~Relationship~~	~~Interest Passing~~

a distance of 278.5 feet along the North line of said Turnpike to the place of beginning, and containing 9.0 acres of land, more or less;

Reference; Deed Book 168, Page 624, Deed Records of Perry County, Ohio.

That the names of the Devisees, or persons inheriting said real estate, and the interests to them passing, are as follows:

Name	P.O. Address	Relationship	Int. Passing
Grace V. Young	P.O. Box 205, Somerset, Ohio	surviving spouse	All

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate....., to the names of the persons set forth, and that this certificate be recorded by the Recorder of Perry *County, in the deed records of said County.*

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 28th *day of* June, *19* 66

Daniel C. Jenkins
Probate Judge

By Charlotte Brainard
Deputy Clerk

No. 23852

Doc..... Page.....

PROBATE COURT

Perry County, O.

In the Matter of the Estate of

Stevan A. Young *Deceased*

CERTIFICATE FOR TRANSFER OF REAL ESTATE

To Fee Transferred Aug. 15, 1966

Delmer D. Hoge *Auditor*

By J. L. *Deputy*

Received for Record August 15, 1966 at 11:45 o'clock A.M.

Recorded Vol. 187 Page 657

James D. O'Hara *Recorder*

By Fee $2.00 AT *Deputy*

BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

65-6-8

Excepting from premises all coal, oil and gas in and under the premises as described above, and subject to all mining rights of the same. Also subject to the use of a road way twelve feet wide along the Sunday Creek Valley (B & O) Railroad as an inlet and outlet to other properties.

To have and to hold said premises, with all the privileges and appurtenances there unto belongong to the said Charles Kangas his heirs and assigns forever. Recorded in Vol. 101, page 211, deed records, of Perry County, Ohio. Previous recorded owner Henry C. Reichen

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging to the said Charles Kangas his heirs and assigns forever.

IN WITNESS WHEREOF, I Clinton S. Watts, County Auditor of Perry County, Ohio, acting as agent of the State of Ohio, have hereunto set my hand, this 10th day of April 1964

CLINTON S. WATTS, County Auditor of Perry County, Ohio
Acting as Agent of the State of Ohio.

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

JESSIE H. SCHLINGERMAN

JANE LINK

THE STATE OF OHIO, PERRY COUNTY SS:
BE IT REMEMBERED that on this 10th day ofApril 1964 before me, the subscriber a Notary Public in and for said County personally came the above named Clinton S. Watts as County Auditor of Perry County, Ohio , acting as agent of the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent of the state of Ohio, for the uses and purposes therein mentioned.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Seal

ESTELLA RIDENOUR, Notary Public , My Comm. Expires 10-16-65

Received April 11, 1964 at 8:20 A.M.
Recorded April 11, 1964 Fee $2.15
Transfer Not Necessary April 10, 1964 C.W.

James D. O'Hare

JAMES D. O'HARE, COUNTY RECORDER

REG. NO. 25387 : WARRANTY DEED

MERITT K. & SYLVIA THOGMARTIN : KNOW ALL MEN BY THESE PRESENTS THAT Meritt K. Thogmartin and Sylvia Thogmartin, his

TO : wife of the Village of Millersport , County of Fairfield and State of Ohio, Grantors

CALVIN E. & BETTY JOAN GOTHARD : in consideration of the sum of One Dollar and other good and valuable considerations to them paid by Calvin E. Gothard and Betty Joan Gothard of the village of Somerset, County of Perry and State of Ohio Grantees the receipt whereof is hereby acknowledged do hereby GRANT, BARGAIN, SELL AND CONVEY to thesaid Grantees Calvin E. Gothard and Betty Joan Gothard their heirs and assigns forever, the following REAL ESTATE situated in the County of Perry inthe State of Ohio, and in the village of Somerset, and bounded and described as follows: Being Out-Lots Numbered One (1) and Seventy-One (71) in said Village of Somerset as the same are designated on a recorded plat of said village on file in the office of the Recorder, Perry County, Ohio. Also , the following real estate, situate in the Village of Somerset, County of Perry and State of Ohio and being a part of the east half of Section Nine (9) township 16 and range 16, beginning at a post which stands north, 19½ degrees west and 25 links from the N.E. corner of a tract of land, conveyed to Henry Piller about August 29, 1821; thence north 19½ degrees west, 3.46 chains thence south, 74½ degrees west, 8.20 chains to the half section line; thence south 2.80 chains thence North, 76 degrees east, 9.22 chains to the place of beginning, containing 2.5 acres, more or less. And being the same premises conveyed to Merritt K. Thogmartin by deed recorded in Vol. 175, page 668 of the Deed Records of Perry County, Ohio.

TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereunto belonging to the said Grantees Calvin E. Gothard and Betty Joan Gothard their heirs and assigns forever, And the said Grantors, Meritt K. Thogmartin and Sylvia Thogmartin for themselves and their heirs, do hereby covenant with the said Grantees Calvin E. Gothard and Betty Joan Gothard their heirs and assigns that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER and that they will forever WARRANT AND DEFEND the same with the appurtenances unto the said Grantees Calvin E. Gothard and Betty Joan Gothard their heirs and assigns against the lawful claims of all persons whomsoever

IN WITNESS WHEREOF the said Grantors Meritt K. Thogmartin and Sylvia Thogmartin, his wife, and the said Sylvia Thogmartin who hereby releases all her rightof dower inthe premises have hereunto set their hands this day of April in the year of our Lord one thousand nine hundred and sixty-four (1964)

$1.65 UNITED STATES INTER. REVENUE 4/11/64 X DOCUMENTARY

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

NELLIE WELDEN — MERITT K THOGMARTIN
VERN ATTLEY — Meritt K. Thogmartin
M. JACK LAUER — SYLVIA THOGMARTIN
Sylvia Thogmartin

THE STATE OF OHIO PERRY COUNTY SS:

BE IT REMEMBERED THAT on this day of April A.D. 1964, before me, the subscriber a Notary Public in and for said county, personally came the above named Meritt K. Thogmartin and Sylvia Thogmartin, his wife the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.
IN TESTIMONY WHEREOF I, have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Seal

NELLIE WELDEN, Notary Public
Notary Public, My Comm. Expires May 27, 1968

This instrument prepared by G.E. Walser, Attorney, Somerset, Ohio
Received April 11, 1964 at 8:28 A.M.
Recorded April 11, 1964 Fee $2.05
Transferred April 11, 1964 Fee $1.05 W.P.

James D. O'Hare

JAMES D. O'HARE, COUNTY RECORDER

Also excepting from said second tract the right of way of the Railroad Company. Leaving in said Second tract 34.43 acres, more or less.

Also excepting from all the lands above described all the coal and the mining rights in connection therewith heretofore sold to The Sunday Creek Coal Company by deed dated December 9th, 1916, and recorded in Book No. 88, at page 77, Record of Deeds, Perry County, Ohio.

For prior recorded instrument see Volume 156, Page 506, Record of Deeds, Perry County, Ohio.

RUSHIA A. YODER

Sworn to before me and signed in my presence this 5th day of December, 1959,

Seal JOHN W. DUGAN NOTARY PUBLIC PERRY COUNTY OHIO

This instrument was prepared by John W. Dugan, Attorney at Law
Received December 5, 1959 at 11:30 AM
Recorded December 7, 1959 Fee $2.00
Transferred December 5, 1959

James D. O'Hare
JAMES D. O'HARE COUNTY RECOR. DER.

DBG. NO. 14148

WARRANTY DEED

EDWARD J. BEVER ET UX

TO

MERITT K. THOGMARTIN

KNOW ALL MEN BY THESE PRESENTS THAT Edward J. Bever of the Village of Somerset, County of Perry and State of Ohio Grantor, in consideration of the sum of one dollar and other good and valuable considerations to him paid by Meritt K. Thogmartin Cottage Street of the Village of Millersport, County of Fairfield and State of Ohio Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee Meritt K. Thogmartin, his heirs and assigns forever, the following REAL ESTATE situated in the County of Perry in the State of Ohio, and in the Village of Somerset and bounded and described as follows:

Being Out-Lots Numbered One (1) and Seventy-One (71) in said Village of Somerset as the same are designated on a recorded plat of said village on file in the Office of the Recorder, Perry County, Ohio. Also, the following real estate, situated in the Village of Somerset, County of Perry and State of Ohio and being a part of the east half of Section Nine (9), Township 16 and Range 16, beginning at a post which stands north, 19½ degrees west and 25 links from the N.E. corner of a tract of land conveyed to Henry Filler about August 29, 1821; thence north, 19½ degrees west, 3.4 chains; thence south 74½ degrees west, 8.20 chains to the half section line; thence south 2.80 chains; thence north, 7 degrees east, 9.22 chains to the place of beginning, containing 2.5 acres, more or less.

For prior deed references, see Vol. 140, page 454, and Vol. 137, Page 305, Deed Records, Perry County, Ohio.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, Meritt K. Thogmartin, his heirs and assigns forever,

And the said Grantor, Edward J. Bever for himself and his heirs does hereby covenant with the said Grantee, Meritt K. Thogmartin, 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 excepting taxes and assessments, the grantee assuming and agreeing to pay the taxes and assessments payable in June, 1959, and thereafter.

and that he will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said Grantee, Meritt K. Thogmartin, his heirs and assigns against the lawful claims of all persons whomsoever, excepting as aforesaid.

IN WITNESS WHEREOF the said Grantor, Edward J. Bever, and Verna Bever, his wife, who hereby releases her right of dower in the premises, have hereunto set their hands, this 6th day of December, in the year of our Lord one thousand nine hundred and fifty-eight (1958)

SIGNED AND ACKNOWLEDED IN PRESENCE OF

HAROLD E. WILSON

GEORGE W. FLAUTT

EDWARD J. BEVER
Edward J. Bever
VERNA BEVER
Verna Bever

$.55
INT'L STATES INTR REVENUE
12/6/58
C.O.
DOCUMENTARY

THE STATE OF OHIO, PERRY COUNTY, SS:

BE IT REMEMBERED, That on this sixth day of December, A.D. 1958, before me, the subscriber a notary public in and for said county, personally came the above named Edward J. Bever and Verna Bever, husband and wife, the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid

GEORGE W. PLAUTT
George W. Plautt, Notary Public
My Comm. Exp. 8-30-60

seal

This instrument prepared by George W. Plautt, Attorney
Received December 7th, 1959 at 9:30 AM
Recorded December 7, 1959 Fee 2.05
Transferred December 7, 1959

James D. O'Hare
JAMES D. O'HARE COUNTY RECORDER

REG. NO. 14150 :

WARRANTY DEED

EVELYN M. LANNING ET VIA :

TO

MARVIN RUSSELL ET UX :

KNOW ALL MEN BY THESE PRESENTS THAT Evelyn Mae Lanning and Charles E. Lanning, of the Village of Crooksville, County of Perry and State of Ohio Grantors in consideration of the sum of One Dollar and Other Good and Valuable Consideration to them paid by Marvin Russell and Kathryn Russell, of the Village of Crooksville, County of Perry and State of Ohio Grantees, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantees Marvin Russell and Kathryn Russell, their heirs and assigns forever, the following REAL ESATE situated in the County of Perry in the State of Ohio and in the Village of Crooksville and bounded and described as follows: Commencing at the Northwest corner of the Northeast quarter of Section 20, Township 14 and Range 14, thence East 20 chains and 76 links to a stone on Section line; thence South 10 deg. East along the New Lexington and Roseville Road 8 chains and 65 links; thence West 3 chains and 65 links to the place of beginning; thence North 10 degrees West 2 chains and 34 links; thence West 1 chain and 72 links; thence South 10 deg. East 2 chains and 34 links; thence East 1 chain and 72 links, this deed to convey all of the above described tract except the West half. Being the same premises which came to these grantors by quit claim deed dated August 17, 1957 and of record in Deed Book 172, Page 40 of Perry County Deed Records.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantees Marvin Russell and Kathryn Russell. their heirs and assigns forever.

And the said Grantors, Evelyn Mae Lanning and Charles E. Lanning, for themselves and their heirs do hereby covenant, with the said Grantees, Marvin Russell and Kathryn Russell, their heirs and assigns, that they are lawfull seized of the premises aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoever, and that they will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said Grantees, Marvin Russell and Kathryn Russell, their heirs and assings against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said Grantors, Evelyn Mae Lanning and Charles E. Lanning, wife and husband have hereunto set their hands, this 30th day of November in the year of our Lord one thousand nine hundred and fifty--nine (1959)

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

MARGARET P DITTER
Margaret P Ditter
JAMES W. SWINGLE
James W. Swingle

EVELYN MAE LANNING
Evelyn Mae Lanning
CHARLES E. LANNING
Charles E. Lanning

4.95 UNITED STATES INTERNAL REVENUE 12-3-59

THE STATE OF OHIO MUSKINGUM COUNTY SS

BE IT REMEMBERED That on this Thirtieth day of November A.D. 1959, before me, the subscriber a Notary Public in and for said county, personally came the above named Evelyn Mae Lanning and Charles E. Lanning, wife and husband, the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid/.

seal

JAMES W. SWINGLE
James W. Swingle Notary Public
My Commission Expires Sept 12, 1962

This instrument prepared by Attorney L. E. Crowley, Roseville, Ohio
Received December 7, 1959 at 11:30 AM
Recorded December 7, 1959 Fee $1.90
Transferred December, 1959

James D. O'Hare
JAMES D. O'HARE COUNTY RECORDER

REG. NO. 14152 :

CORRECTIVE DEED

HOMER BELL ET AL :

TO :

WALTER E. WHITMER ET UX :

THAT WHEREAS, John D. Nixon and Alice Nixon, his wife, were the record owners of certain unplatted lands located in the Southeast quarter of Section 17, Township 14, Range 16, Monday Creek Township), Perry County, Ohio, on July 11, 1921, and,

WHEREAS, the said John D. Nixon and Alice Nixon platted and dedicated a part of said lands to the Village of Maxville, Perry County, Ohio, and recorded said Plat of Nixon's Addition to the Village of Maxville, Perry County, Ohio, in

IN WITNESS WHEREOF, the said James and Grace Hufford, husband and wife, who hereby release their right and expectancy of dower in said premises, have hereunto set their hand, this 12th day of May in the year A.D. nineteen Hundred and fifty-six. Signed and acknowledged in presence of us:

THOS. W. REAM
GEORGE W. FLAUTT

JAMES HUFFORD
James Hufford

GRACE HUFFORD
Grace Hufford

STATE OF OHIO PERRY COUNTY, SS:

On this 12th day of May, A.D. 1956, before me, a notary in and for said County, personally came James Hufford and Grace Hufford the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

GEORGE W. FLAUTT, Notary Public
GEORGE W. FLAUTT State of Ohio
My commission expires Aug. 30, 1957

seal

This instrument prepared by George W. Flautt, Attorney. No stamps necessary

Received May 22, 1956 at 2:30 P.M.
Recorded June 6, 1956 Fee $1.50
Transferred May 22, 1956

Ann Trovato
ANN TROVATO, COUNTY RECORDER

Reg. No. 3722 ✓ WARRANTY DEED

BERTHA DANGELO ET VIR : KNOW ALL MEN BY THESE PRESENTS THAT Bertha Dangelo and
TO : Angelo R. Dangelo her husband, of the Village of Somerset,
STEVAN A. YOUNG ✓ : County of Perry and State of Ohio Grantors in consideration of the sum of ONE DOLLAR, ($1.00) and other valuable considerations to them paid by Stevan A. Young of the Village of Somerset, County of Perry and State of Ohio, Grantee, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee Stevan A. Young, his heirs and assigns forever, the following REAL ESTATE situated in the county of Perry in the State of Ohio, and in the Village of Somerset and bounded and described as follows:

Being a part of the East half of Section No. 9, Township No. 16, Range No. 16, and being described as follows:

Commencing at the southwest corner of the southeast quarter of said section 9; thence North, with the section (half) line a distance of 1078.14 feet to the North line of the Zanesville and Maysville Turnpike (R. #22); thence North, 50°-00' East, along the north line of said Turnpike a distance of 505.0 feet to the place of beginning; thence with an angle to the left of 81°-30' a distance of 534.6 feet; thence with an angle to the right of 20°-00' a distance of 289.7 feet; thence with an angle to the right of 92°-48 a distance of 599.7 feet; thence with an angle to the right of 64°-12' a distance of 477.0 feet, to the north line of the Turnpike; thence with an angle to the right of 81°-30' a distance of 295.7 feet along the North line of said Turnpike to marker at the southeast corner of Ohio Power Lot; thence with an angle to the right of 96°-18' a distance of 243.9 feet to the Northeast corner of said Ohio Power Lot; thence with an angle to the left of 90°00' a distance of 84.7 feet along northwest line of Ohio Power Lot to the northwest corner thereof; thence with an angle to the left of 90°-00' a distance of 253. 2 feet along the westerly side of said Ohio Power Lot to a marker at the junction of the southwest corner of said Ohio Power Lot and the North line of the Turnpike; thence with an angle to the right of 83°-12' a

distance of 278.5 feet along the North line of said Turnpike to the place of beginning, and containing 9.0 acres of land, more or less; and being all of the land owned by the Grantor, Bertha Dangelo in said Section No. 9, and being a part of Out-Lot No. 73, (old numbering) in said Village of Somerset, Ohio.

Grantor, Bertha Dangelo derived title by deed from Della Ream and Trafford Ream, dated October-11-1954 and of record in Volume 164 at page 619 of the Deed Records of Perry County, Ohio.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee Stevan A. Young his heirs and assigns forever. And the said Grantors, Bertha Dangelo and Angelo R. Dangelo for themselves and their heirs, do hereby covenant with the said Grantee Stevan A. Young his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER except taxes due and payable in June of 1956 and thereafter, of which said taxes, the Grantors agree to pay those due in June of 1956, the Grantee assuming and agreeing to pay those taxes becoming due and payable thereafter; also except rights-of way easements, etc. of record and subject to all legal highways;

and that they will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said Grantee Stevan A. Young his heirs and assigns against the lawful claims of all persons whomsoever except as above set out.

IN WITNESS WHEREOF the said Grantors, Bertha Dangelo and Angelo R. Dangelo who hereby release all their rights of dower in the premises, have hereunto set their hands, this 21st day of May, in the year of our Lord one thousand nine hundred and fifty-six (1956)

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

L. FRANCIS DUPLER
R. M. ALSPACH

BERTHA DANGELO
(Bertha Dangelo)

ANGELO R. DANGELO
(Angelo R. Dangelo)

$5.50 UNITED STATES INTER REVENUE
5-21-56
DOCUMENTARY

THE STATE OF OHIO PERRY COUNTY SS:

BE IT REMEMBERED That on this twenty-first (21st) day of May A.D. 1956, before me, the subscriber, a Notary Public in and for said county, personally came the above named Bertha Dangelo and Angelo R. Dangelo her husband the Grantors in the foregoing Deed. and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

R. M. ALSPACH
R. M. ALSPACH, Notary Public
My commission expires July 24, 195-

seal

This instrument prepared by R. M. Alspach - Attorney

Received May 23, 1956 at 9:45 A.M.
Recorded June 6, 1956 Fee $2.25
Transferred May 23, 1956

Ann Trovato
ANN TROVATO, COUNTY RECORDER

Reg. No. 3724

WARRANTY DEED

DONALD & SYLVIA B. SORRELL : KNOW ALL MEN BY THESE PRESENTS THAT Donald E. Sorrell

TO : and Sylvia B. Sorrell, husband and wife, of the Township

SUNNYHILL COAL SALES COMPANY : of Clayton, County of Perry and State of Ohio Grantors, in consideration of the sum of One dollar ($1.00) and other valuable consideration to them paid by Sunnyhill Coal Sales Company, an Ohio Corporation of the City of

Received October 13, 1954 at 2:25 PM
Recorded November 1, 1954 Fee $1.70
Transferred October 13, 1954

Paul Gordon
PAUL GORDON, COUNTY RECORDER

Reg. No. 45061

DELLA REAM, ET VIR : WARRANTY DEED

TO : KNOW ALL MEN BY THESE PRESENTS: That Della Ream and Trafford Ream

BERTHA DANGELO : her husband of the Village of Somerset, County of Perry and State of Ohio, Grantors, in consideration of the sum of ONE DOLLAR, ($1.00) and other valuable considerable considerations to them paid by Bertha Dangelo of the City of Circleville, County of Pickaway and State of Ohio Grantee, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee Bertha Dangelo her heirs and assigns forever, the following REAL ESTATE situated in the County of Perry in the State of Ohio, and in the Village of Somerset and bounded and described as follows:

Being a part of the East half of Section No. 9, Township No. 16, Range No. 16, and being described as follows:

Commencing at the southwest corner of the southeast quarter of said section 9; thence north, with the section (half) line a distance of 1078.14 feet to the North line of the Zanesville and Maysville Turnpike (R #22); thence North 50°-00' East, along the north line of said Turnpike a distance of 505.0 feet to the place of beginning; ~~thence with an angle to the place of beginning;~~ thence with an angle to the left of 81°-30' a distance of 534.6 feet; thence with an angle to the right of 20° -00 a distance of 289.7 feet; thence with an angle to the right of 92°-48' a distance of 599.7 feet; thence with an angle to the right of 64°-12' a distance of 477.0 feet, to the north line of the Turnpike; thence with an angle to the right of 81° - 30' a distance of 295.7 feet along the North line of said Turnpike to marker at the southeast corner of Ohio Power Lot; thence with an angle to the right of 96°-18' a distance of 243.9 feet to the Northeast corner of said Ohio Power Lot; thence with an angle to the left of 90°-00' a distance of 84.7 feet along northwest line of Ohio Power Lot to the northwest corner thereof; thence with an angle to the left of 90°-00' a distance of 253.2 feet along the westerly side of said Ohio Power Lot to a marker at the junction of the southwest corner of said Ohio Power Lot and the North line of the Turnpike; thence with an angle to the right of 83°-12' a distance of 278.5 feet along the north line of said Turnpike to the place of beginning, and containing 9.0 acres of land, more or less;

and being all of the land owned by the Grantor, Della Ream, in said Section lying southwest of tract conveyed by the Grantor to Junius E. Marks in 1954, and being a part of Out-lot No. 73 (Old Numbering) in said Village of Somerset, Ohio.

Grantor, Della Ream, derived title by deed from Lawrence Love and wife, dated September-16-1952, and of record in Vol. 161 at page 59 of Deed Records of Perry County, Ohio, in which said deed a patent misdescription of frontage exists, the present description being taken from survey made of said tract my James T. Davidson, County Engineer of Perry County, Ohio, dated October-11-1954.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee Bertha Dangelo her heirs and assigns forever.

And the said Grantors, Della Ream and Trafford Ream for themselves and their heirs, do hereby covenant with the said Grantee Bertha Dangelo her heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER except taxes for 1954, payable in December of 1954 in an amount undetermined and not yet payable, which said taxes the Grantee herein assumes and agrees to pay as a part of the consideration herein; also except rights of way, easements, leases, etc. of record, and subject to all legal highways.

and that they will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said Grantee Bertha Dangelo her heirs and assigns against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF the said Grantors, Della Ream and Trafford Ream her husband who hereby release all their right of dower in the premises, have hereunto set their hands, this eleventh day of October, in the year of our Lord one thousand nine hundred and fifty-four (1954).

Signed and acknowledged in presence of

JUNIUS E. MARKS

R. M. ALSPACH

DELLA REAM
(Della Ream)

TRAFFORD REAM
(Trafford Ream)

$6.60 UNITED STATES INTER REVENUE Oct. 13-1954

10/13/54 DOCUMENTARY

THE STATE OF OHIO PERRY COUNTY) SS.

BE IT REMEMBERED That on this elvenbth (11th.) day of October, A.D. 1954, before me, the subscriber, a Notary Public in and for said county, personally came the above named Della Ream and Trafford Ream her husband the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

R.M. ALSPACH, Notary Public
R.M. ALSPACH, State of Ohio
Commission Expires July 21, 1955.

State seal

Received October 14, 1954 at 10:30 AM
Recorded November 1, 1954 Fee $2.35
Transferred October 14, 1954

Paul Gordon
PAUL GORDON, COUNTY RECORDER

Reg. No. 45063

FRANCIS L. KESSLER :
: WARRANTY DEED
TO :
JAMES A. SULLIVAN :

KNOW ALL MEN BY THESE PRESENTS: That Francis L. Kessler, unmarried, of the Village of New Lexington, County of Perry and State of Ohio Grantor, in consideration of the sum of One ($1.00) Dollar and other valuable considerations to him paid by James A. Sullivan, of R.F.D. , Junction City, Ohio, of the Township of Jackson, County of Perry and State of Ohio Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee, James A. Sullivan, his heirs and assigns forever, the following REAL ESTATE situated in the County of Perry in the State of Ohio, and in the Township of Jackson and bounded and described as follows:

Being a part of the north west quarter of Section Number Three (3), Township Number Fifteen (15), Range Sixteen (16) and beginning at the north west corner of said quarter section, thence running south on the section line to the public road known as the "Hard Scrabble Road" and thence running northeasterly along said road a sufficient distance that a line running north west to the place of beginning, will contain six acres, more or less, and bounded on the west by State Route No. 668 and on the east by the lands of Wilber Lott and on the south by said "Hard Scrabble Road". and being a triangular piece of land and containing six (6) acres, more or less.

Being a part of the same premises deeded by Florence I. Kessler to Ernest Lightle and Donna Lightle by deed recorded in Book No. 147, Page 226, Record of Deeds, Perry County, Ohio.

Being the same premises heretofore conveyed by Ernest Lightle and Donna Lightle to Francis L. Kessler by deed dated September 20th, 1949, and recorded in Book No. 154, Page 130, Record of Deeds, Perry County, Ohio.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, James A. Sullivan, his heirs and assigns forever.

And the said Grantor, Francis L. Kessler, for himself and his heirs, does hereby covenant with

Reg. No. 39387

R.R.& LOIS E. BROWN :
TO :
STANLEY & ALICE BROWN :

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That R.R. Brown and Lois Evelyn Brown, his wife, of Corning, Ohio, Grantors, in consideration of the sum of One Dollar and other good and valuable considerations to them paid by Stanley Brown and Alice Brown of Corning, Ohio, Grantees, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE AND FOREVER QUIT CLAIM, to the said Grantees, Stanley Brown and Alice Brown, their heirs and assigns forever, the following REAL ESTATE situated in the County of Perry in the State of Ohio and in the Village of Corning and bounded and described as follows:

Being Lots numbered one hundred and seventy-eight (178) and one hundred and seventy-nine (179) in the Village of Corning, Perry County, Ohio, as the same are designated and delineated on the Recorded Plat of said Village, on file in the office of the County Recorder of said County. Excepting from said premises, the coal underlying the same.

And being the same premises conveyed to Mary A. Brown by Elwood Newberry and wife by deed dated August 14th, 1920, and recorded in Volume 96, page 158, Perry County Deed Records.

And being the same premises conveyed by Certificate of Transfer from Mary A. Brown, deceased, to M.R. Brown, et al, dated August 18th, 1952, and recorded in Volume 160, page 639, of the Perry County Deed Records.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantees, Stanley Brown and Alice Brown, their heirs and assigns forever.

IN WITNESS WHEREOF the said Grantors, R.R. Brown and Lois Evelyn Brown have hereunto set their hands, this 13th day of September in the year of our Lord one thousand nine hundred and fifty-two (1952).

Signed and acknowledged in presence of

JOS. L. MEENAN To both
GERALD MARSHALL " "

R. R. BROWN
R. R. Brown

LOIS EVELYN BROWN
Lois Evelyn Brown

UNITED STATES INTER. REVENUE R.R.B. DOCUMENTARY

THE STATE OF OHIO PERRY COUNTY) SS. Rev. stamps $1.10

BE IT REMEMBERED That on this 13th day of September, AD 1952, before me, the subscriber, a Notary Public in and for said county, personally came the above named R.R. Brown and Lois Evelyn Brown, his wife, the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

JOS. L. MEENAN, Notary Public
JOS. L. MEENAN, Notary Public
State of Ohio. State of Ohio.
My Commission Expires Aug. 22, 1953.

seal

Received September 19, 1952 at 9:45 A.M.
Recorded September 25, 1952 Fee $1.65
Transferred not necessary Sept. 19, 1952

Paul Gordon
PAUL GORDON, COUNTY RECORDER

Reg. No. 39309

LAWRENCE & LAURA LOVE :
TO :
DELLA REAM :

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Lawrence Love and Laura Love his wife of the Village of Somerset, County of Perry and State of Ohio in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations to them paid by Della Ream of the --- of ---, County of --- and State of Ohio the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Della

Ream her heirs and assigns forever, the following REAL ESTATE, situated in the County of Perry in the State of Ohio and in the Village of Somerset and bounded and described as follows:

Being situate in the County, State and Village aforesaid, and being a part of the east half of Section No. 9, Township No. 16, Range No. 16; Beginning at the North side of the Zanesville and Maysville Turnpike Road, 29 rods and 17 links N . 50 degrees E. of the west line of said half section; thence N . 50 degrees E. with said Pike, 55 rods and 13 links to a post; thence North 40 degrees West, 27 rods to a post; thence S. 68½ degrees W., 13 rods and 22 links to a post; thence S. 77 degrees W., 34 rods and 13 links to a post; thence S. 11½ degrees E., 17 rods and 14 links to a post; thence S. 31½ degrees E., 32 rods and 10 links to the place of beginning, containing twelve (12) acres, more or less; EXCEPTING from the above tract a tract of one-half acre, conveyed to Minnie Clouse by Josephine Kline, by deed dated March-4-1899, and recorded June-29-1899 in Book 53, page 43 and 44, Records of Deeds of Perry County, Ohio; EXCEPTING ALSO a tract of one-fourth/(¼) acre, more or less, conveyed by William Kline and wife to Vincent Clouse, by deed dated June-12-1888, recorded in Book 36, page 452 of Records of Deeds of Perry County, Ohio; EXCEPTING ALSO a small strip or piece off of the West side, heretofore conveyed to Raymond Clouse.

Also conveying hereby the following tract, to wit: Being a part of the South-east quarter of Section No. 9, Township No. 16, Range No. 16, Beginning at the N.W. corner of Inlot No. 258 in Westerman's Addition to the Town of Somerset, Ohio, at the side of the Zanesville and Maysville Turnpike Road; thence South 40 degrees East, 29 rods and 8 links to John Eckenrode's line, now (1921) owned by Whitmore Arnold; thence South 61 degrees West, 55 rods and 35 links to a corner; thence North 30 rods and 14 links to said Turnpike road; thence North, 50 degrees East, 36 rods and 9 links, to the beginning, containing 9 acres, more or less; EXCEPTING THEREFROM, HOWEVER, a small tract off of the S.W. side of said tract, extending from the pike to the line of said W. Arnold; ALSO EXCEPTING FROM SAID TRACT ABOVE CONVEYED, a house and lot situated in the N.E. corner of said tract, said house and lot having heretofore been conveyed to C.M. Stine; AND FURTHER EXCEPTING from said real estate hereby conveyed the following tract, conveyed by William Kline and Bertha Kline to The Ohio Power Company by deed dated July-8-1916, and recorded in Vol. 87, page 349 of the Deed Records of said County, said tract described as follows: Situate in the Village of Somerset in said County and State and being a part of the South-east quarter of Sec. 9, Twp. 16, Range 16, and to find the starting point of this description, commence at the southwest corner of the SE quarter of said Sec. 9; thence N. 4 degrees and 45' E. along the west side of said quarter section a distance of 1078.14 ft. to the north line of the Zanesville and Maysville Turnpike; thence along said north line of said Turnpike, N. 54 deg. 59' E. a distance of 783.5 ft. to an iron pipe set as a corner and which is the beginning point of this description; thence along the N. side of the Z. & M. Turnpike, N. 54 deg. 59' E. 84.9 ft. to an iron post; thence N. 28 deg. 43' W., 243.9 ft. to an iron post; thence S. 61 deg. 17' W ., 84.7 ft. to an iron post or pipe; thence S. 28 deg. 43' E., 253.2 ft. to the place of beginning, containing 483/1000 acres.

But subject to all legal highways and rights of way, etc., and being the same premises conveyed to the grantors herein by Bertha Kline by deed dated November-13-1945, and of record in Record of Deeds for Perry County, Ohio, in Vol. 143 at page 29.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Della Ream heirs and assigns forever.

And the said Lawrence Love and Laura Love for themselves and their heirs, do hereby covenant with the said Della Ream her heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER

except taxes on the 1952 Duplicate, in an amount as present undetermined, and not yet payable, of which said taxes, the Grantors agree to pay those due in December of 1952 and Grantee assuming all subsequent taxes, and excepting all legal highways, rights of way, easements and/or leases for oil and gas of record, the benefits of which are hereby transferred and set over to Grantee.

and that they will forever WARRANT AND DEFEND the same with the appurtenances unto the said Della Ream her heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Lawrence Love and Laura Love, his wife as aforesaid who hereby releases all her right of dower in the premises, have hereunto set their hand, this 16th day of September, 1952.

Signed and acknowledged in presence of

R. M. ALSPACH

B. M. WEINER

LAWRENCE LOVE
(Lawrence Love)

LAURA LOVE
(Laura Love)

UNITED STATES INTERNAL REVENUE
DOCUMENTARY

THE STATE OF OHIO, PERRY COUNTY, ss.

BE IT REMEMBERED, That on this 16th day of September, 1952 before me the subscriber, a NOTARY PUBLIC in and for said State, personally came the above named Lawrence Love his wife the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

seal

R. M. ALSPACH, Notary Public
R. M. ALSPACH, State of Ohio
Commission Expires July 24, 1955.

Received September 19, 1952 at 9:55 AM
Recorded September 25, 1952 Fee $3.50
Transferred September 19, 1952

Paul Gordon
PAUL GORDON, COUNTY RECORDER

Reg. No. 39391

STANLEY & RACHEL SPENCER : WARRANTY DEED

TO : KNOW ALL MEN BY THESE PRESENTS: That Stanley R. Spencer

RICHARD & JACQUELINE SWELGIN : (a married person) of the Village of New Straitsville, County of Perry and State of Ohio Grantor, in consideration of the sum of One dollar and other good and valuable considerations to me paid by Richard Swelgin and Jacqueline Swelgin, husband and wife, of the Village of New Straitsville, County of Perry and State of Ohio Grantees, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee Richard Swelgin and Jacqueline Swelgin, their heirs and assigns forever, the following REAL ESTATE situated in the County of Perry in the State of Ohio, and in the Village of New Straitsville and bounded and described as follows:

Being In-lot Number Seventy-one (71) in the Village of New Straitsville, County of Perry and State of Ohio, as the same is on record in the Recorder's Office of Perry County, Ohio.

Reserving, however, to previous grantors the right to mine or dig all coal and other minerals of whatever kind under said lot.

Being the same lot conveyed by Warranty Deed, dated this 15th day of December, 1944, by Delia Williams and Emanuel Williams to Stanley Spencer, and as the same is recorded in Volume 139, Page 549, Record of Deeds, Perry County, Ohio.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantees, Richard Swelgin and Jacqueline Swelgin, their heirs and

R. M. ALSPACH
For the State of Ohio
My commission expires July 8, 1946

Received November 15, 1945 at 8:07 AM
Recorded January 8, 1946 Fee $1.00
Transferred November 15, 1945

Paul Gordon
PAUL GORDON, COUNTY RECORDER

REG. NO. 12053

WARRANTY DEED

BERTHA KLINE :

-To- :

LAWRENCE & LAURA LOVE : KNOW ALL MEN BY THESE PRESENTS: That Bertha Kline, a widow of the village of Somerset County of Perry and State of Ohio in consideration of the sum of one dollar ($1.00) and other good and valuable considerations to her paid by Lawrence Love and Laura Love his wife of the village of Somerset, County of Perry and State of Ohio the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL and CONVEY to the said Lawrence Love and Laura Love their heirs and assigns forever, the following REAL ESTATE, situated in the County of Perry in the State of Ohio and in the village of Somerset and bounded and described as follows:

Being situate in the County and State and village aforesaid, and being a part of the East half of Section No. 9 township No. 16, range No. 16; Beginning at the North side of the Zanesville and Maysville Turnpike Road; 29 rods and 17 links N 50 E of the West line of said half section; thence N 50 E with said Pike 55 rods and 13 links to a post; thence North 40 west 27 rods to a post; thence S. 68½ W 13 Rods and 22 links to a post; thence S. 77 W 34 rods and 13 links to a post; thence S. 11½ E. 17 rods and 14 links to a post; thence S. 31½ E 32 rods and 10 links to the place of beginning, containing twelve(12) acres, more or less; EXCEPTING from the above tract a tract of one half acre, conveyed to Minnie Clouse by Josephine Kline, by deed dated March 4, 1889 and recorded June 29, 1899 in Book 53 page 43 and ee, Records of Deeds of Perry County, Ohio; EXCEPTING ALSO a tract of one fourth (¼) acre, more or less, conveyed by William Kline and wife to Vincent Clousr, by deed dated June 12, 1868, Recorded in Book 36, page 452 of Records of Deeds of Perry County,Ohio; EXCEPTING ALSO a small strip or piece off of the West side, heretofore conveyed to Raymond Clouse.

Also hereby conveying the following tract, to wit: Being a part of the south east quarter of section No. 9 township No. 16, Range No. 16, Beginning at the N. W. Corner of Inlot No. 258 in Westerman's Addtion to the town of Somerset,Ohio, at the sie of the Zanesville and Maysville Turnpike Road; thence south 40 degrees East 29 rods and 8 links to John Eckenrode's line, now (1921) owned by Whitmore Arnolds; thence South 61 degrees West, 55 rods, and 35 links to a corner; thence North 30 rods and 14 links to said Turnpike road; thence North, 50 degrees East, 36 rods and 9 links, to the beginning, containing 9 acres, more or less; EXCEPTING THEREFROM, HOWEVER, A small tract off of the S. W. side of said tract, extending from the pike to the line of said W. Arnold; ALSO EXCEPTINGFROM SAID TRACT ABOVE CONVEYED, a house and lot situated in the N. E. corner of said tract, said house and lot haning heretofore been conveyed to C. M. Stine; AND FURTHER EXCEPTING from saidreal estate hereby conveyed the followingtract, conveyed by William Kline and Bertha Kline to The Ohio Power Company by deed dated July 8, 1916, and recorded in Vol. 87 page 349 of the Deed Records of said county, said tract described as follows: Situate in the Village of Somerset in said County and State and being a part of the south East quarter of Sec. 9, Twp. 16, range 16, and to find the starting point of this description, commence at the southwest corner of the S E quarter of said Sec. 9, thence N. 4 deg. 45' E. along the west side of said quarter section a distance of 1078.14 ft. to the north line of the Zanesville and Maysville Turnpike; thence along said north line of said Turnpike, N. 54 Deg. 59' E. a distance of 783.5 ft. to an iron pipe set as a corner and which is the beginning point of this desciption; thence along the N. side of the Z & M Turnpike, N. 54 Deg. 59' E. 84.9 ft. to an iron post; thence N. 28 Deg. 43' W. 243.9 ft., to an iron post; thence S. 61 deg. 17' W. 84.7 ft. to an iron post or pipe; thence S. 28 deg. 43' E 253.2 ft to the place of beginning, containing 483/1000 acres.

But subject to all legal highways and rights of way, etc.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Lawrence Love and Laura Love their heirs and assigns forever. And the said Bertha Kline for herself and her heirs, do hereby covenant with the said Lawrence Love and Laura Love their heirs and assigns, that she is lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER; saving and excepting taxes for the year of 1945 of which said taxes, the Grantor herein agrees to pay those due in December

1945 and the grantees assume and agree to pay the balance of said 1945 taxes as a part of the consideration herein and that she will will forever WARRANT AND DEFEND the same with the appurtenances unto the said Lawrence Love and Laura Love their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Bertha Kline, widow as aforesaid has hereunto set her hand, this 13th day of November 1945

Signed and acknowledged in presence of

THOS. W. HEAM (Thos. W. Heam) BERTHA KLINE (Bertha Kline)

R. M. ALSPACH (R. M. Alspach)

$4.40 B.K. 11-13-45 DOCUMENTARY

THE STATE OF OHIO, PERRY COUNTY, ss.

Be It Remembered, that on this 13th day of November 1945, before me, the subscriber, a Notary Public in and for said county, personally came the above named Bertha Kline, a widow the Grantor in the foregoing Deed, and acknowledged the signing of the same to be her voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

(SEAL)
Received November 15, 1945 at 8:09 AM
Recorded January 8, 1946 Fee $1.65
Transferred November 15, 1945

R. M. ALSPACH, Notary Public
R. M. Alspach
For the State of Ohio
My commission expires July 8, 1946

Paul Gordon
PAUL GORDON, COUNTY RECORDER

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

REC. NO. 12054 A :
WARRANTY DEED
MAYME M. VAN ATTA, ET VIR. :
-To- :
STANLEY VAN ATTA : KNOW ALL MEN BY THESE PRESENTS That Mayme M. Van Atta & P. L. Van Atta her husband of the village of New Lexington, County of Perry and State of Ohio Grantors, in consideration of the sum of Love and Affection to them paid by Stanley L. Van Atta of the City of Berlin, County of and State of New Jersey Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee Stanley L. Van Atta his heirs and assigns forever, the following REAL ESTATE situated in the County of Perry in the State of Ohio, and in the village of New Lexington and bounded and described as follows:

Being Lots #1555, 1556, 1557, 1558 and 1559 Van Atta's First Addition

2nd Tract: Beginning at a point 16 ft. East of the N. E. corner of Lot #1555 of Van Atta's First Addition.

Being 27 feet south of Mc Girr line and running due east parallel with said McGirr line 140 feet; thence South parallel with alley of plat of Van Atta's First addition 260 feet; thence west parallel with said McGirr line 140 feet to the East side of Alley of said Addition; thence north parallelling the East side of said alley, 260 feet to the place of beginning. Said tract being 140 by 260.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee Stanley L. Van Atta his heirs and assigns forever. And the said Grantor Mayme M. Van Atta and P. L. Van Atta for themselves and their heirs, do hereby covenant with the said Grantee Stanley L. Van Atta his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER and that they will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said Grantee Stanley L. Van Atta his heirs and assigns against the lawful claims of all persons whomsoever

IN WITNESS WHEREOF, the said Grantors Mayme M. Van Atta and P. L. Van Atta who hereby release, his right of dower in the premises, have hereunto set their hands, this 5th day of September in the year of our Lord one thousand nine hundred and forty five (1945)

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

GARIETTE BOLYARD MAYME M. VAN ATTA

NATALIE VAN ATTA P. L. VAN ATTA

THE STATE OF OHIO COUNTY, ss.

BE IT REMEMBERED That on this 5th day of September A.D. 1945 before me, the subscriber, a Notary Public in and for said county, personally came the above named Mayme M. Van Atta and P. L. Van Atta the Grantors in the

S. 11½ E. 17 rods and 14 links to a post; Thence S. 31½ E. 32 rods and 10 links to the place of beginning; containing twelve (12) acres, more or less;

Excepting from the above tract of one half acre, conveyed to Minnie Clouse by Josephine Kline, by deed dated March 4, 1899; and recorded June 29, 1899 in Book 53 page 43 and 44, Records of Deeds of Perry County, Ohio;

Excepting also a tract of ¼ (one-fourth) of an acre, more or less, conveyed by Wm. Kline and wife to Vincent Clouse, by deed dated June 12, 1888 Recorded in Book 36 page 452 of Records of Deeds of Perry County, Ohio;

Excepting also a small strip of piece off of the West side heretofore conveyed to Raymond Clouse.

Also hereby conveying the following tract, to wit: Being a part of the south-east quarter of section No. 9 township No. 16, Range No. 16, beginning at the N. W. Corner inlot No. 258 in Westerman's Addition to the town of Somerset, Ohio, at the side of the Zanesville and Maysville turnpike road; thence south 40 degrees East 29 rods and 8 links to John Eckenrode's line now, (1921) owned by Whitmore Arnold; Thence south 61 degrees west 55 rods and 35 links to a corner; thence north 30 rods and 14 links to said turnpike road; thence north 50 degrees east 36 rods and 9 links to the beginning, containing 9 acres, more or less.

Excepting therefrom, however, a small tract off of the S. W. side of said tract extending from the pike to the line of said W. Arnold; also excepting from said tract above conveyed a house and lot situate in the N.E. corner of said tract, said house and lot having been heretofore conveyed to C. M. Stine;

and further excepting from the real estate hereby conveyed the following tract, conveyed by William and Bertha Kline to The Ohio Power Company by deed dated July 8, 1916 and recorded in Vol. 87 page 349 of Deed Records of said county. said tract described as follows: Situate in the village of Somerset, in said county and State and being part of the S.E. quarter of Sec. 9, Township 16, Range 16, and to find the starting point of this description, commence at the southwest corner of the SE quarter of said Sec. 9; thence N 4 deg. 45' E. along the West side of said ¼ Sec. a distance of 1078.14 ft. to the N. line of the Zanesville and Maysville Turnpike; thence along said N. line of said Turnpike N. 54 deg. 59'E. a distance of 783.5 ft. to an iron pipe set as a corner and which is the beginning point of this description; thence along the N. side of the Z & M turnpike, N. 54 deg. 59' E. 84.9 ft. to an iron post; Thence N. 28 deg. 43' W., 243.9 ft. to a iron post; Thence S. 61 deg. 17' W., 84.7 ft. to an iron pipe; thence S. 28 deg. 43' E., 253.2 ft. to the place of beginning, containing 483/1000 A.

BERTHA KLINE

Sworn to before me and signed in my presence this 18th day of August 1945.

R.M. ALSPACH, R. M. Alspach
Notary Public
For the State of Ohio
My commission expires July 8, 1946.

(SEAL)

Received November 2, 1945 at 9:50 AM
Recorded December 26, 1945 Fee $1.50
Transferred November 2, 1945

Paul Gordon
PAUL GORDON, COUNTY RECORDER

REG. NO. 11815

JOHN KLINE, ET AL.

-To-

BERTHA KLINE

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That John Kline and Sarah N. Kline his wife, Lena Fenton and Jess Fenton her husband, Mary Sterner and James Sterner her husband, Nellie Guinsler and Lawrence Guinsler her husband, Rosanne Fisher and Wilber Fisher her husband, and Rita Ridenour and Robert Ridenour her husband, being all the heirs at law (except the widow) of William Kline, deceased of the village of Somerset, County of Perry and State of Ohio in consideration of the sum of one dollar ($1.00) and other good and valuable considerations to them paid by Bertha Kline and in further consideration of the love and affection we bear to the said Grantee herein, of the village of Somerset, County of Perry and State of Ohio the receipt whereof is hereby acknowledged, do hereby Remise, Release and forever Quit-Claim to the said Bertha Kline her heirs and assigns forever, the following REAL ESTATE, situated in the County of Perry in the State of Ohio and in the village of Somerset and bounded and described as follows: Being a part of the East half of Section No. 9, Township No. 16, Range 16; Beginning at the North side of the Zanesville and Maysville Turnpike Road; 29 rods and 17 links N. 50 E. of the West line of said half section; thence N. 50 E. with said Pike 55 rods and 13 links to a post; Thence N. 40 W. 27 rods to a post; thence S. 68½ W. 13 rods and 22 links to a post; thence S. 77 W. 34 rods and 13 links to a post; Thence S. 11½ E. 17 rods and 14 links to a post; thence S. 31½ E. 32 rods and 10 links to the place of beginning;

containing twelve (12) acres, more or less;

Excepting from the above tract a tract of one half acre conveyed to Minnie Clouse by Josephine Kline, by deed dated March 4, 1899; and recorded June 29, 1899, in Book 53 page 43 and 44, Records of Deeds of Perry County, Ohio;

Also excepting a tract or ¼ (one-fourth) of an acre, more or less, conveyed by Wm. Kline and wife to Vincent Clouse by deed dated June 12, 1888, Recorded in Book 36 page 452 of Records of Deeds Perry County, Ohio;

Excepting also a small strip or piece off of the west side, heretofore conveyed to Raymond Clouse.

Also conveying hereby the following tract, to sit: Being a part of the southeast quarter of section No. 9, township No. 16, Range No. 16 beginning at the N. W. corner of Inlot No. 258 in Westerman's Addition to the town of Somerset, Ohio, at the side of the Zanesville and Maysville turnpike road; thence south 40 degrees east 29 rods and 8 links to John Eckenrode's line, now (1921) owned by Whitmore Arnold; Thence south 61 degrees west, 55 rods and 25 links to a corner Thence north 30 rods and 14 links to said turnpike road; thence north 50 degrees east 36 rods and 9 links, to the beginning, containing 9 acres, more or less;

Excepting therefrom, however, a small tract of the SW SIDE OF SAID TRACT, EXTENDING FROM the pike to the line of said W. Arnold;

Also excepting from said tract above conveyed, a house and lot situate in the N. E. Corner of said tract, said house and lot having heretofore been conveyed to C.M. Stine.

TO HAVE AND HOLD said premises. with all the privileges and appurtenances thereunto belonging, to the said Bertha Kline her heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantors who hereby release all their right of dower in the premises, have hereto set their hands, this 10th day of Sept. 1945.

Signed and acknowledged in presence of

3(FRED H. ROTH JR. Notary Public
(49 Water St., Pontiac County of Oakland
(
4(MRS. RAYMOND M. HIBBS

A. J. LITZINGER 5-10 inclusive

R. M. ALSPACH

A. E. HABERMAN)
) 1 2 and 11 inclusive
C. W. BRICKER)

DOROTHY HARRINGTON

F. HOWARD LAWSON

1- JOHN W. KLINE ✓

2- SARAH D. KLINE ✓

3- LENA C. FENTON ✓

4- JESSE S. FENTON ✓

5- MARY STERNER ✓

6- JAMES STERNER ✓

7- NELLIE GUINSLER ✓

8- LAWRENCE GUINSLER ✓

9- ROSE ANNA FISHER ✓

10- WILBER FISHER ✓

11- RITA RIDENOUR ✓

12- ROBERT RIDENOUR ✓
Rita Ridenour Attorney in fact

THE STATE OF OHIO, PERRY COUNTY, ss.

BE IT REMEMBERED That on this September 10 day of 10 1945 before me, a Notary Public, in and for said county, personally came the above named Mary Sterner and James Sterner her husband, Nellie Guinsler and Lawrence Guinsler her husband, Rosanne Fisher and Wilber Fisher her husband, six of the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

(SEAL(R. M. ALSPACH, R. M. Alspach, Notary Public
For the State of Ohio
My commission expires July 8, 1946.

THE STATE OF OHIO, MARION COUNTY, ss.

BE IT REMEMBERED, That on this 15 day of September 1945, before me, the subscriber, a Notary Public in and for said county, personally came the above named John Kline and Sarah N. Kline, his wife, and Rita Ridenour and three of the grantors in the foregoing Deed, and acknowledged the signing of the same to be their free act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, all on the day and year last aforesaid.

(SEAL) ARTHUR E. HABERMAN, Arthur E. Haberman, Notary Public
My commission expires Feb. 13, 1947.

THE STATE OF MICHIGAN, COUNTY OF OAKLAND

BE IT REMEMBERED, that on this 10 day of Sept. 1945, before me, the subscriber, a Notary Public in and for said county, personally came the above named Lena Fenton and Jess Fenton, her husband, two of the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their free act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, all on the day and year last aforesaid.

(SEAL)

FRED H. ROTH JR. Fred H. Roth Jr.
Notary Public, Oakland County, Mich.
My commission expires Feb. 26, 1949

THE STATE OF OHIO, MARION COUNTY, ss.

On this 10th day of October 1945 before me, personally appeared Rita Ridenour, to me known to be the person who executed the foregoing instrument in behalf of Robert Ridenour, and acknowledged that she executed the same, as the same free act and deed of the said Robert Ridenour.

(SEAL)

F. HOWARD LAWSON, F. Howard Lawson
My commission expires March 7, 1947.

Received November 2, 1945 at 9:55 AM
Recorded December 26, 1945 Fee $1.55
Transferred November 2, 1945

Paul Gordon
PAUL GORDON, COUNTY RECORDER

REG. NO. 1647 :
HANNAH PLANT, DEC'D :
-To- : Hannah Plant Deceased
GEORGE H. PLANT, ET AL. : To George H. Plant et als., Heirs at law

AFFIDAVIT FOR TRANSFER

THE STATE OF OHIO, PERRY COUNTY

George H. Plant being first duly sworn, says he is an heir at law of Hannah Plant deceased; that on the 19th day of August 1945, the said Hannah Plant died intestate, residing at R #2 Corning, Ohio leaving the persons herein designated, all her heirs at law and next of kin, with their age, address, relationship and portion inherited by them in real estate hereinafter described;

Name	Age	Address	Relationship	Portion Inherited
George H. Plant	73	R #2 Corning, Ohio	husband	Und. 1/3
Sarah Wright	51	" "	Daughter	Und. 2/21
Harry Plant	50	Bremen, O,	Son	Und. 2/21
Doris Teal	31	Columbus, Ohio	Daughter	Und. 2/21
Andrew Plant	44	S. Zanesville, O.	Son	Und. 2/21
Cecil Plant	35	R. #2 Corning, O.	Son	Und . 2/21
Joseph Plant	33	Moxhala, O.	Son	Und. 2/21
Phyllis Plant	41	R. #2 Corning, O.	Daughter	Und. 2/21

That said Hannah Plant, at the time of her decease was seized of the following described real estate:

Situated in the Township of Pleasant and County of Perry and State of Ohio and it being the east half of the southwest quarter of section thirty three (33) Township thirteen (13) range fourteen (14) Perry County, Ohio, excepting therefrom one acre of land in the southwest corner of said tract, described as follows:- Commencing at the southwest corner of said 80 acre tract, thence east 15 rods, thence north 10½ rods, thence west 15 rods and thence south 10½ rods to the place of beginning, also excepting therefrom all the mineral and petroleum oil, coal iron ore and fire clay underlying said premises heretofore reserved in certain deeds to this grantor of the real estate described herein.

GEORGE H. PLANT

SWORN TO BEFORE ME AND subscribed in my presence this 16th day of October 1945

(SEAL)

EMERSON C. WAGNER, Notary Public, Perry County, Ohio
Emerson C. Wagner, Notary Public, Perry Co., Ohio
My commission expires Feb. 24, 1947

Received November 2, 1945 at 11:05 AM
Recorded December 27, 1945 Fee $.80
Transferred - November 2, 1945

Paul Gordon
PAUL GORDON, COUNTY RECORDER

THE STATE OF OHIO, PERRY COUNTY, ss.

BE IT REMEMBERED That on this 9th day of October A.D. 1945, before me, the subscriber, a Notary Public in and for said county, personally came the above named Harold P. Metzger and Anna Mildred Metzger husband and wife the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

(SEAL)

JAMES J. ROUSH, James J. Roush
Atty At Law Notary Public For the State of Ohio
My commission expires July 23, 1946.

Received November 1, 1945 at 1:03 PM
Recorded December 26, 1945 Fee $.90
Transferred November 1, 1945

Paul Gordon
PAUL GORDON, COUNTY RECORDER

REG. NO. 11614 : AFFIDAVIT FOR TRANSFER AND RECORD OF REAL ESTATE INHERITED

WILLIAM KLINE, DEC'D :

-To- : William Kline Deceased

BERTHA KLINE, ET AL. : TO

Bertha Kline, John Kline, Lena Fenton, Mary Sterner, Nellie Guinsler, Roseanne Fisher and Rita Ridenour

The State of Ohio, Perry County, ss.

Bertha Kline, next of kin and heir at law of William Kline, decd. being duly sworn says that William Kline died intestate on the 13th day of August 1945; that at the time of his death his place of residence was at the village of Somerset in said county that the following are the names, ages, and addresses, so far as the ages and addresses are known and can be ascertained of each of such decedent's heirs at law and next of kin, who by his death inherited his real estate and the relation of each to such ancestor.

NAMES	AGES	ADDRESS	RELATIONSHIP
Bertha Kline	adult	Somerset,Ohio	wife
John Kline	do.	Marion,Ohio	son
Lena Fenton	do.	Pontiac, Michigan	daughter
Mary Sterner	do.	Somerset,Ohio	daughter
Nellie Guinsler	do.	do.	do.
Roseanna Fisher	do.	do.	do.
Rita Ridenour	do.	do.	do.

none other

The part or portion of such real estate inherited by each of such heirs at law and next of kin is as follows:

NAMES	PART OR PORTION INHERITED
Bertha Kline	One third (1/3)
John Kline	One ninth (1/9)
Lena Fenton	One ninth (1/9)
Mary Sterner	One ninth (1/9)
Nellie Guinsler	One ninth (1/9)
Roseanne Fisher	One ninth (1/9)
Rita Ridenour	One ninth (1/9)

none other

That all debts and claims including expenses of last sickness and funeral of the decedent have been paid.

That at the time death of said William Kline he was the owner of and seized of the following described real estate:

Situate in the State of Ohio, County of Perry and in the Village or Somerset; and being a part of the East half of section No. 9 township No. 16 Range 16;

Beginning at the North side of the Zanesville and Maysville Turnpike Road; 29 rods and 17 links N. 50E. of the west line of said half section; thence N. 50 E. with said Pike 55 rods and 13 links to a post; Thence N. 40 W. 27 rods to a post; thence S. 68½ W. 13 rods and 22 links to a post; Thence S. 77 W. 34 rods and 13 links to a post; thence

S. 11½ E. 17 rods and 14 links to a post; Thence S. 31½ E. 32 rods and 10 links to the place of beginning; containing twelve (12) acres, more or less;

Excepting from the above tract of one half acre, conveyed to Minnie Clouse by Josephine Kline, by deed dated March 4, 1899; and recorded June 29, 1899 in Book 53 page 43 and 44, Records of Deeds of Perry County, Ohio;

Excepting also a tract of ¼ (one-fourth) of an acre, more or less, conveyed by Wm. Kline and wife to Vincent Clouse, by deed dated June 12, 1888 Recorded in Book 36 page 452 of Records of Deeds of Perry County, Ohio;

Excepting also a small strip of piece off of the West side heretofore conveyed to Raymond Clouse.

Also hereby conveying the following tract, to wit: Being a part of the south-east quarter of section No. 9 township No. 16, Range No. 16, beginning at the N. W. Corner inlot No. 258 in Westerman's Addition to the town of Somerset, Ohio, at the side of the Zanesville and Maysville turnpike road; thence south 40 degrees East 29 rods and 8 links to John Eckenrode's line now, (1921) owned by Whitmore Arnold; Thence south 61 degrees west 55 rods and 35 links to a corner; thence north 30 rods and 14 links to said turnpike road; thence north 50 degrees east 36 rods and 9 links to the beginning, containing 9 acres, more or less.

Excepting therefrom, however, a small tract off of the S. W. side of said tract extending from the pike to the line of said W. Arnold; also excepting from said tract above conveyed a house and lot situate in the N.E. corner of said tract, said house and lot having been heretofore conveyed to C. M. Stine;

and further excepting from the real estate hereby conveyed the following tract, conveyed by William and Bertha Kline to The Ohio Power Company by deed dated July 8, 1916 and recorded in Vol. 87 page 349 of Deed Records of said county. said tract described as follows: Situate in the village of Somerset, in said county and State and being part of the S.E. quarter of Sec. 9, Township 16, Range 16, and to find the starting point of this description, commence at the southwest corner of the SE quarter of said Sec. 9; thence N 4 deg. 45' E. along the West side of said ¼ Sec. a distance of 1078.14 ft. to the N. line of the Zanesville and Maysville Turnpike; thence along said N. line of said Turnpike N. 54 deg. 59'E. a distance of 783.5 ft. to an iron pipe set as a corner and which is the beginning point of this description; thence along the N. side of the Z & M turnpike, N. 54 deg. 59' E. 84.9 ft. to an iron post; Thence N. 28 deg. 43' W., 243.9 ft. to a iron post; Thence S. 61 deg. 17' W., 84.7 ft. to an iron pipe; thence S. 28 deg. 43' E., 253.2 ft. to the place of beginning, containing 483/1000 A.

BERTHA KLINE

Sworn to before me and signed in my presence this 18th day of August 1945.

R.M. ALSPACH, R. M. Alspach
Notary Public
For the State of Ohio
My commission expires July 8, 1946.

(SEAL)

Received November 2, 1945 at 9:50 AM
Recorded December 26, 1945 Fee $1.50
Transferred November 2, 1945

Paul Gordon
PAUL GORDON, COUNTY RECORDER

REG. NO. 11815

JOHN KLINE, ET AL.

-To-

BERTHA KLINE

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That John Kline and Sarah N. Kline his wife, Lena Fenton and Jess Fenton her husband, Mary Sterner and James Sterner her husband, Nellie Guinsler and Lawrence Guinsler her husband, Rosanne Fisher and Wilber Fisher her husband, and Rita Ridenour and Robert Ridenour her husband, being all the heirs at law (except the widow) of William Kline, deceased of the village of Somerset, County of Perry and State of Ohio in consideration of the sum of one dollar ($1.00) and other good and valuable considerations to them paid by Bertha Kline and in further consideration of the love and affection we bear to the said Grantee herein, of the village of Somerset, County of Perry and State of Ohio the receipt whereof is hereby acknowledged, do hereby Remise, Release and forever Quit-Claim to the said Bertha Kline her heirs and assigns forever, the following REAL ESTATE, situated in the County of Perry in the State of Ohio and in the village of Somerset and bounded and described as follows: Being a part of the East half of Section No. 9, Township No. 16, Range 16; Beginning at the North side of the Zanesville and Maysville Turnpike Road; 29 rods and 17 links N. 50 E. of the West line of said half section; thence N. 50 E. with said Pike 55 rods and 13 links to a post; Thence N. 40 W. 27 rods to a post; thence S. 68½ W. 13 rods and 22 links to a post; thence S. 77 W. 34 rods and 13 links to a post; Thence S. 11½ E. 17 rods and 14 links to a post; thence S. 31½ E. 32 rods and 10 links to the place of beginning;

therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 5th day of October, 1942.

SEAL

Jos. L. Meenan, Notary Public, Perry County, Ohio. My Commission Expires Aug. 21, 1944

JOS. L. MEENAN
Jos. L. Meenan, Notary Public, Perry County, Ohio

Received for record October 23, 1942

At 9:00 o'clock A. M.

Recorded October 31, 1942 Fee $. 85

Transferred, October 23, 1942

NINA E. HOLDEN, COUNTY RECORDER

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REG. NO. 1689

JOHN J. CLOUSE, DEC'D- BY ADMINISTRATOR

TO

EDWARD J. BEVER-

ADMINISTRATOR'S OR EXECUTOR'S DEED

KNOW ALL MEN BY THESE PRESENTS: That Whereas, on the 14th day of February, 1942 E. P. Walser was duly appointed and qualified as Administrator of the estate of John J. Clouse, deceased, late of Perry County, Ohio, by the Probate Court of said County; and afterwards, to wit: on the 25th day of August, 1942, said administrator filed his certain petition and then and thereby commenced on action in the Probate Court of Perry County, Ohio, against Grace Clouse and others and numbered on the Docket of said Court as Case No 19015 praying among other things, for an order of sale of certain real estate therein mentioned and hereinafter described.

AND WHEREAS, such proceedings were had in said action, that on the 14th day of October 1942, said Court, finding the allegations of the petition true, that an appraisement of such real estate is contained in the inventory, and that said real estate ought to be sold as prayed for in said petition, ordered that another appraisement be dispensed with, and further ordered that said administrator proceed according to law to sell said real estate at private sale for not less than the appraised value thereof, free from all the dower estate therein

And on the same day, in pursuance of said order and judgment, an order of sale with said real estate therein described, was issued by said Court, under the seal thereof, to the said E. P. Walser as administrator as aforesaid, commanding him to execute the said order, and of the same together with his proceedings theron, to make due return.

And Whereas, said administrator having on the 16th day of October, 1942 returned said order of sale to said Court as commanded, with his proceedings thereon, stating in substance that in obedience to said order he sold second tract of said premises on the 15th day of October, 1942, to Edward J. Bever for the sum of Eleven-hundred Dollars, said sum being the appraised value of the same; said sale being made after diligent endeavor to obtain the best price for said property, and for the highest price he could get therefor, free from the dower estate aforesaid.

AND WHEREAS, on the 16th day of October, 1942, the said Court having examined the proceedings of the said administrator aforesaid, under said order of sale, and it appearing to the Court that said sale was in all respects legally made, ordered that the same be approved and confirmed. and that said E. P. Walser as such administrator could execute and deliver a proper deed to the purchaser of the real estate so sold. All of which will more fully appear by the records of said Court, to which reference is here made. Now therefore he, the said E. P. Walser as administrator of the estate of John J. Clouse, deceased aforesaid, by virtue of said judgment, order of sale, sale and confirmation and of the statutes in such cases made and provided, and of the powers vested in him as such administrator and for and in consideration of the premises, and the sum of Eleven-hundred Dollars ($1100.00), paid or secured to be paid to him as such administrator by said Edward J. Bever, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to the said Edward J. Bever, his heirs and assigns forever, the following REAL ESTATE, situated in the County of Perry in the State of Ohio and in the Township of Reading,

and bounded and described as follows: Being situate in Somerset School District in Reading Township, Perry County, Ohio, and being parts of the northwest quarter and of the southwest quarter and of the northeast quarter of section 9, Township 16 and Range 16, beginning at the most northwesterly corner of Harry E. Hoyman's land in said northwest quarter, which corner is about 80 rods east from the west line of said quarter; thence running south by slightly east to the most northerly corner of Michael Emmertt's land in said section; thence southeastwardly along said Emmert land to the Somerset corporation line; thence north and northeastwardly and northwestwardly and westwardly on and along said Corporation line to the southwest corner of land in said corporation owned by W. A. Clouse and formerly owned by S. Cotterman; thence about 5 rods south to a corner; and thence west, on south line of said Hoyman land to said beginning, containing 50 acres, more or less. (Vol. 91, p. 96)

Also the following real estate, situate in the village of Somerset, Ohio, and being a part of the east half of section 9, Township 16 and Range 16, beginning at a post which stands north, 19½ degrees west and 25 links from the N. E. corner of a tract of land conveyed to Henry Filler about Aug-29-1821; thence north, 19½ degrees west, 3.46 chains; thence south, 74½ degrees west, 8.20 chains to half section line; thence south 2.80 chains; thence north, 76 degrees east, 9.22 chains to place of beginning, containing 2.5 acres, more or less. (Vol. 91, p.94)

Above premises are subject to an oil and gas lease now on said premises, which grantee is to assume but to receive all royalties and rentals after delivery of this deed. Also grantee to assume all taxes after those due in June, 1942.

free from any dower estate as aforesaid.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereto belonging, to the said Edward J. Bever, his heirs and assigns forever, as fully and completely as he, the said E. P. Walser as such administrator by virtue of said judgment, order of sale, sale and confirmation, and of the statute made and provided for such cases, might or should sell and convey the same.

IN WITNESS WHEREOF, The said E. P. Walser as administrator of the estate of John J. Clouse, deceased has hereunto set his hand, this 17th day of October, 1942.

Signed and acknowledged in presence of

ALBERT LECKRONE

HARRY J. STALTER

Seal

E. P. WALSER
as administrator of the estate
JOHN J. CLOUSE, DECEASED

U.S. UNITED STATES WAR SAVINGS M.M.M. 10/23/42 DOCUMENTARY

THE STATE OF OHIO)
PERRY COUNTY)

BE IT REMEMBERED. That on this 17th day of October, 1942 before me, the subscriber, a Notary Public in and for said County, personally came the above named E. P. Walser as administrator of the estate of John J. Clouse, deceased, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed as such administrator for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

P. M. BOWMAN
P. M. Bowman, Notary Public

SEAL

Received for record October 23, 1942
At 10:00 o'clock A. M.
Recorded November 5, 1942 Fee $1.30
Transferred October 23, 1942

NINA M. HOLDEN, COUNTY RECORDER

or claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Julia A.Anguish hereby release her right and expectancy of dower in said premises, have hereunto set her hand this second day of May in the year of our Lord, one thousand nine hundred and eighteen.

Signed and acknowledged in presence of us:

Lena Stallsmith — Julia A.Anguish

Mary E.Anguish

THE STATE OF OHIO, COUNTY OF PERRY SS:

BE IT REMEMBERED,That on the second day of May in the year of our Lord one thousand nine hundred and eighteen before me, the subscriber, a Notary Public in and for said County,personally came the grantor in the foregoing Deed, and acknowledged the signing thereof to be her voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF,I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

J.S.Stallsmith

Notary Public (Seal).

Received for record June 4" 1918 @ 3:15 P.M.

Recorded June 5" 1918.

Fee 75¢

L. E. Britt

RECORDER.

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REG.NO. 7846. ✓

LOUISA CLOUSE BY EX.

TO

JOHN J.CLOUSE

: KNOW ALL MEN BY THESE PRESENTS:THAT WHEREAS, the last will : of Louisa Clouse deceased, late of Perry County and State :of Ohio, was duly admitted to probate on the 9th day of May : A.D.1917, in and by the Probate Court of Perry County and :State of Ohio, by which will William A.Clouse was named as the executor thereof, with power and authority to sell and convey the following(and other) real estate,owned by said decedent at the time of her death,

Item 4th of said will- among other things- providing therefor and being."it is my intention, desire and direction that all my property and estate not hereinbefore disposed of be by my executor by sales and collections converted into money, and I fully authorize and empower my executor, in order to do so, to make public or private sales, as he deem best, of all my goods and chattels(not hereinbefore disposed of) and of all my real estate that I may own at my death,on such terms or payment not exceeding three (3) years as he deem best, and, accordingly ,execute and deliver to the purchaser of purchasers of real estate so sold good and sufficient deed or deeds therefor, in fee simple. And this deed is executed pursuant to the provisions, directions,etc., of said will, and is in accordance with such sale, etc, as said executor deems best,(being for the appraised valuation , cash in hand, and for the highest price attainable).

AND WHEREAS,on the ninth day of May ,A.D.1917, said William A.Clouse was duly confirmed, appointed, and qualified by said court as the executor of said will, as will further appear by the records of said court.

NOW THEREFORE, THE SAID William A.Clouse as executor as aforesaid, by virtue of the power and authority aforesaid , and in consideration of the sum of two hundred four & no.100 dollars to him paid by John J.Clouse,of Somerset,Ohio, the receipt whereof is hereby acknowledged, does hereby GRANT,BARGAIN,SELL AND CONVEY unto said John J.Clouse

his heirs and assigns forever, the undivided four fifth (4/5) part of the following described REAL ESTATE, situate in the Village of Somerset in the County of Perry and State of Ohio, to wit;

Being a part of the east half of Section nine (9) Township sixteen (16) and Range sixteen (16), in said village of Somerset, Ohio, -beginning at a post which stands north 19½ degrees west and 25 links from the north east corner of a tract of land conveyed to Henry Filler on or about August 29th, 1821; thence running north, 19½ degrees west, 3 chains and 46 links; thence south 74½ degrees west, 8 chains and 20 links, to the half section line; thence south 2 chains and 80 links; thence north, 76 degrees east, 9 chains and 22 links, to the place of beginning, containing two and one half (2½) acres, more or less, and being the same premises conveyed by Jacob Sites to Raymond Clouse by deed dated February 3rd, 1905, recorded in Vol. 69, Page 327, of records of deeds in office of Recorder of said county, and, after the death of said Raymond Clouse, described in various deeds from four (4) of his five (5) children and only heirs at law to said Louisa Clouse in her life time.

with all the privileges and appurtenances, thereto belonging;

TO HAVE AND TO HOLD the same, to said grantee, his heirs and assigns forever, as fully and completely as said William A. Clouse as executor as aforesaid, by virtue of said will, proceedings, etc., may, can or should convey the same.

IN WITNESS WHEREOF, the said William A. Clouse as executor as aforesaid, has hereunto set his hand this 30" day of January in the year A.D. nineteen hundred and eighteen (1918). Signed and acknowledged in our presence :

Owen Yost — Wm. A. Clouse, Executor of the last
Mary M. Clouse — Will of Louisa Clouse, deceased.

STATE OF OHIO. PERRY COUNTY. SS:

On this 30" day of January, A.D. 1918, before me, a Notary Public in and for said County, personally came William A. Clouse, executor of the last will of Louisa Clouse, deceased, the grantor in the foregoing deed, and as such executor acknowledged the signing thereof to be his voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

Owen Yost

Notary Public (Seal).

Received for record June 5" 1918 @ 9:15 A.M.
Recorded June 5" 1918.
Fee $1.00

UNITED STATES INTER. REVENUE 50¢ 1-30-18 DOCUMENTARY

L. E. Butt
RECORDER.

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REG.NO. 8838.

MINNIE METZGER ET AL

TO

WILLIAM KLINE.

KNOW ALL MEN BY THESE PRESENTS: That Minnie Metzger and Hugh Metzger,her husband of near Somerset,Ohio, Osie Kindle and Clarence Kindle, her husband, of Coshocton,Ohio, and Ella Clouse,formerly Ella Cotterman and Bernard Clouse her husband of Eugene Oregon) in consideration of one dollar and other valuable considerations, to them paid by William Kline,of Somerset,Ohio, the receipt whereof is hereby acknowledged, do hereby REMISE,RELEASE AND FOREVER QUIT CLAIM to the said William Kline ,his heirs and assigns forever, all the right, title interest and estate ,legal and equitable ,of said Minnie Metzger, Hugh Metzger,her husband,Osie Kindle and Clarence Kindle, her husband, and Ella Cotterman (now Ella Clouse) and Bernard Clouse,her husband each, in the following premises, with the appurtenances,situate in the Village of Somerset,in Perry County,Ohio, and further described as follows, to-wit;

Being a part of the east half of section nine (9) ,township sixteen (16) and range sixteen (16); Beginning at the north side of the Zanesville & Maysville Turnpike road 29 rods and 17 links N., 50 degrees E., of the west line of said half section;thence N.,50 degrees E., with said road, 55 rods and 13 links, to a post; thence N.,40 degrees W. 27 rods, to a post; thence S.68½ degrees W., 13 rods and 22 links to a post; thence S.,77 degrees W., 34 rods and 13 links ,to a post; thence S., 11½ degrees E., 17 rods and 14 links , to a post; thence S., 31½ degrees E.,32 rods and 10 links to the place of beginning, containing twelve (12) acres,more or less.

EXCEPTING from the above tract, however, the following tracts ,viz: A tract of 98 rods, more or less, conveyed to Wm.Kline.,Jr. by Minnie Clouse, by deed dated March 4th 1899, recorded in Book 53, Pages 44 & 45,of records of deeds of Perry County,Ohio,

Also a tract of one half (½) acre conveyed to Minnie Clouse by Josephine Kline by deed dated March 4th, 1899, recorded in Book 53, Pages 43 & 44, of said records of deeds.

Also a tract of one fourth (¼) of an acre, more or less, conveyed by Wm.Kline & wife to Vincent Clouse by deed dated June 12, 1888,recorded in Book 36, Page 452,of said records of deeds,

Also , a small strip, or piece,off of the west side ,heretofore conveyed to Raymond Clouse.

Hereby conveying, also, the following tract, to-wit; Being a part of the south-east quarter of section nine (9) township sixteen (16) and range sixteen (16), (in said Village), Beginning at the north-west corner of in-lot number 258 in Westerman's addition to the town of Somerset,Ohio, at the side of the Zanesville & Maysville Turn-pike road; thence south,40 degrees east,24 rods and 8 links , to what was once John Eckenrode's line, afterward, Arnold's;thence south 61 degrees west, 55 rods and 35 links, to a corner; thence north,39 rods and 14 links, to said turn pike road; thence north,50 degrees east, 36 rods and 9 links, to the beginning, containing nine (9) acres,more or less,

EXCEPTING ,however, therefrom a small tract off of the south-west side of said tract,extending from the pike to the said Arnold line; also,

EXCEPTING from said tract a house and lot situated in the north-east corner of said tract. said house and lot having been heretofore conveyed to C.M.Stine.

and all the Estate,Title and Interest of the said Minnie Metzger and Hugh Metzger, her husband,Osie Kindle and Clarence Kindle, her husband and said Ella Cotterman, now Ella Clouse either in law or in 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 William Kline, his heirs and assigns forever.

The said grantors Minnie Metzger,Osie Kindle and Ella Cotterman,now Ella Clouse,are sisters of, the next of kin, to, and only heirs at law of Celia Cotterman, who, on or about the ---- day of.....,19-- ,departed this life resident of Perry County,Ohio, intestate, unmarried, leaving no descendant, and at the death of said Celia Cotterman, her interest and estate in said premises(which came to her as hereinafter indicated),passed by inheritance to her said (three) sisters, who, together with said Celia Cotterman, were the daughters and only heirs at law of one Mary Cotterman,nee Kline, late of the said county, theretofore deceased intestate and who was a daughter of Josephine and William Kline,Sr., of said county,deceased, said Mary Cotterman (nee Kline) being a devisee of said William Kline,Sr., and Noah Cotterman who was the husband of said Mary Cotterman, deceased, and, also, the said Josephine Kline, each,have departed this life, resident of said county.

IN WITNESS WHEREOF, the said Minnie Metzger and Hugh Metzger, her husband,Osie Kindle and Clarence Kindle, her husband and Ella Clouse and Bernard Clouse her husband, each, who hereby release their respective right and expectancy of dower in said premises, have here unto set their hands, this 21st day of March in the year of our Lord one thousand nine hundred and sixteen (1916).

Signed and acknowledged in presence of us:

C.E.Saffell		Minnie Metzger
Daniel A.Clark		Hugh Metzger
R.B.Grauley	Witnesses as to Osie and Clarence Kindle.	Osie Kindle
Si Sloats		Clarence Kindle
Done by Ella Clouse and Bernard Clouse in		Ella Clouse (Seal).
the presence of		Bernard Clouse (Seal).
A.E.Wheeler		
T.N.Plant		

THE STATE OF OHIO ,COUNTY OF PERRY SS:

BE IT REMEMBERED,That on the 21st day of March,in the year of our Lord one thousand nine hundred and sixteen (1916), before me, the subscriber, a Notary Public in and for said county,personally came Minnie Metzger and Hugh Metzger,her husband ,two (2) of the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF,I have hereunto subscribed my name, and affixed my Notarial seal,on the day and year last aforesaid.

Daniel A.Clark

Notary Public,Perry Co.O.(Seal).

THE STATE OF OHIO, COUNTY OF COSHOCTON ,SS:

BE IT REMEMBERED,That on the 22" day of March A.D. 1916,before me, the subscriber, a Notary Public in and for said county,personally came Osie Kindle and Clarence Kindle,her husband,two (2) of the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF,I have hereunto subscribed my name, and affixed my Notarial seal, on the day and year last aforesaid.

Si.Sloats

Notary Public (Seal).

THE STATE OF OREGON, COUNTY OF LANE SS:

BE IT REMEMBERED,That on the 29th day of March ,A.D.1916, before me, the subscriber, a Notary Public in and for said county,personally came Bernard Clouse and Ella Clouse, formerly Ella Cotterman, husband & wife two (2) of the grantors in the

foregoing Deed, and acknowledged the signing thereof to be their voluntary act, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.

A.E.Wheeler
Notary Public for Oregon (Seal).
My Notarial commission expires May 26th, 1919.

Received for record June 30" 1916 @ 1 P.M.
Recorded June 30" 1916.
Fee $1.50 ✓

L. E. Butt
RECORDER.

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REG.NO. 5839.
BERNARD CLOUSE ET AL
TO
WILLIAM KLINE

KNOW ALL MEN BY THESE PRESENTS: That Bernard Clouse and Ella Clouse, his wife, Paul Clouse and Augustine Clouse, each of last two -unmarried, of Eugene Oregon, in consideration of one dollar ($1.00) and other valuable considerations, to them paid by William Kline, of Somerset, Ohio, the receipt whereof is hereby acknowledged do hereby REMISE, RELEASE AND FOREVER QUIT CLAIM to the said William Kline, his heirs and assigns forever, all the right, title, interest and estate, legal and equitable, of said Bernard Clouse, Ella Clouse, Paul Clouse and Augustine Clouse, each, to and in the following described Real Estate,

Situate in the Village of Somerset, in Perry County, Ohio, and being a part of east half of section 9, township 16 and range 16, and beginning at the north-east corner of the tract hereby conveyed, at a post on the edge of the Zanesville and Maysville Turnpike; thence north-west 7 rods, to a post; thence west 3 rods and 23 inches, to a post 15 feet from the north east corner of the Brew-house; thence south-west 10 rods and 13 inches, to the corner-post of the hog-pen yard; thence south-east 8 rods; thence north-east, along the edge of the Zanesville and Maysville Turnpike road, 13 rods and 22 inches, to the place of beginning, containing 98 square rods of land.

Said grantors Bernard Clouse, Paul Clouse, and Augustine Clouse are the only children and heirs at law of Vincent Clouse, late of Somerset, Ohio, deceased, intestate, and they are also the only children and heirs at law of Minnie Clouse, late of Somerset, Ohio, deceased, who survived said Vincent Clouse her husband; and this deed of quit claim is made in order to quiet the title in said premises to said grantee, his heirs and assigns, in so far as grantors might or may be concerned.

and all the Estate, Title and Interest of the said Bernard Clouse and Ella Clouse, his wife, Paul Clouse and Augustine Clouse, either in law or in 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 William Kline, his heirs and assigns forever.

IN WITNESS WHEREOF, the said Bernard Clouse, Paul Clouse, Augustine Clouse, and Ella Clouse the wife of said Bernard Clouse, who hereby releases her right and expectancy of dower in said premises, have hereunto set their hands, this fifth day of June in the year of our Lord one thousand nine hundred and sixteen (1916).

Signed and acknowledged in presence of us:

L.J.Wheeler

MORTGAGE Instrument 200000005373 001760

KNOW ALL MEN BY THESE PRESENTS that **David L. Marsh, Sr., and Victoria L. Marsh,** husband and wife, of 3975 Gun Barrel Road, Rushville, Ohio 43150, for Thirty-eight Thousand Eight Hundred Sixty-six Dollars and Twenty-nine Cents ($38,866.29) paid, grants, with mortgage covenants, to **Clifford Dale Wilson and Mary Wilson,** husband and wife, for their joint lives, remainder to the survivor of them, whose mailing address is 1899 State Route 204 NW, Glenford, Perry County, Ohio 43739, the following real property:

Being a part of Section 9, Township 16 North, Range 16 West, Reading Township, Perry County, Ohio and being part of the lands of Clifford Dale Wilson, OR 127, Page 201, and OR 121, Page 505, and being more particularly described as follows:

Beginning, for reference, at a railroad spike found at the Northwest corner of Section 9; thence South 00 degrees 54 minutes 59 seconds West 1278.05 feet along the west line of Section 9 to an iron pin found, passing iron pin found at 30.00 feet; thence South 89 degrees 30 minutes 40 seconds East 1204.61 feet to a post; thence South 00 degrees 15 minutes 03 seconds West 179.57 feet to an iron pin found; thence South 00 degrees 15 minutes 03 seconds West 133.50 feet to a post; thence South 09 degrees 04 minutes 57 seconds East 752.57 feet to an iron pin found and the principal place of beginning of the tract herein to be described; thence South 58 degrees 39 minutes 16 seconds East 586.59 feet to an iron pin found; thence South 83 degrees 40 minutes 18 seconds East 668.28 feet to an iron pin found; thence North 16 degrees 18 minutes 35 seconds West 151.893 feet to a post; thence North 08 degrees 55 minutes 20 seconds West 212.639 feet to a post; thence North 22 degrees 26 minutes 09 seconds West 536.159 feet to an iron pin found; thence North 07 degrees 59 minutes 52 seconds East 699.36 feet to an iron pin set; thence South 89 degrees 14 minutes 23 seconds East 379.45 feet to an iron pin set on the Corporation line of the Town of Somerset; thence, with said corporation line, South 00 degrees 36 minutes 42 seconds West 334.45 feet to a post; thence, with said corporation line, North 77 degrees 54 minutes 48 seconds East 79.31 feet to a post; thence, with said corporation line, South 26 degrees 58 minutes 13 seconds East 700.24 feet to a post; thence, with said corporation line, South 52 degrees 43 minutes 34 seconds West 186.98 feet to an iron pin found; thence, with said corporation line, South 35 degrees 49 minutes 40 seconds West 465.30 feet to an iron pin found; thence, with said corporation line, South 00 degrees 49 minutes 48 seconds West 462.76 feet to an iron pin found; thence, leaving said corporation line, North 73 degrees 05 minutes 19 seconds East 96.65 feet to an iron pin found on the West Creek Bank; thence the following 22 courses along the West Creek bank:

South 33 degrees 16 minutes 17 seconds West 32.76 feet;
South 41 degrees 57 minutes 39 seconds West 70.49 feet;
South 48 degrees 52 minutes 43 seconds East 77.22 feet;
South 24 degrees 35 minutes 52 seconds East 95.64 feet;
South 11 degrees 10 minutes 59 seconds East 26.17 feet;
South 03 degrees 08 minutes 01 seconds East 61.79 feet;
South 38 degrees 43 minutes 29 seconds East 61.61 feet;
South 48 degrees 34 minutes 27 seconds East 15.39 feet;
South 15 degrees 47 minutes 00 seconds East 58.25 feet;
South 29 degrees 40 minutes 54 seconds East 28.88 feet;
South 02 degrees 18 minutes 47 seconds East 88.85 feet;
South 23 degrees 17 minutes 34 seconds East 32.42 feet;
South 08 degrees 11 minutes 26 seconds West 25.46 feet;
South 33 degrees 12 minutes 45 seconds East 41.04 feet;
South 40 degrees 40 minutes 25 seconds West 19.97 feet;
South 67 degrees 25 minutes 40 seconds East 42.82 feet;
South 57 degrees 18 minutes 23 seconds East 19.79 feet;
South 20 degrees 26 minutes 16 seconds East 111.49 feet;
South 21 degrees 04 minutes 57 seconds East 55.57 feet;
South 36 degrees 46 minutes 08 seconds East 97.01 feet;
South 35 degrees 43 minutes 35 seconds East 33.55 feet;
South 35 degrees 43 minutes 35 seconds East 10.00 feet;

Thence, along the North side of State Route 22, South 50 degrees 43 minutes 55 seconds West 80.52 feet to a point; thence, along the North side of State Route 22, South 50

degrees 43 minutes 57 seconds West 505.00 feet to a point on the corporation line of the Town of Somerset; thence, with said corporation line, North 00 degrees 49 minutes 40 seconds East 10.00 feet to an iron pin found; thence, with said corporation line, North 00 degrees 49 minutes 40 seconds East 1048.74 feet to an iron pin set; thence, leaving said corporation line, North 71 degrees 39 minutes 56 seconds West 267.95 feet to an iron pin found; thence North 73 degrees 18 minutes 27 seconds West 330.00 feet to an iron pin found; thence North 69 degrees 51 minutes 27 seconds West 231.00 feet to an iron pin found; thence North 66 degrees 49 minutes 27 seconds West 495.00 feet to an iron pin found; thence North 09 degrees 04 minutes 57 seconds West 505.80 feet to the place of beginning. The tract as surveyed contains 37.91 acres, more or less, including 6.58 acres that are contained within the Corporation of the Town of Somerset, and subject to all highways and easements of record.

Bearings in the above description are based on the North line of Section 9 bearing North 90 degrees 00 minutes 00 seconds East.

Iron pins set are 5/8 inch rebar, 30 inches long with plastic identification caps set flush with the ground.

T. Chris Wilson, Ohio Registered Surveyor No. 6465, September 15, 1998.

This mortgage is given upon the statutory condition, to secure the payment of Thirty-eight Thousand Eight Hundred Sixty-six Dollars and Twenty-nine Cents ($38,866.29), with interest as provided in note of even date. "Statutory condition" is defined in Section 5302.14 of the Revised Code and provides generally that if the mortgagor pays the principal and interest secured by this mortgage, performs the other obligations secured hereby and the conditions of any prior mortgage, pays all the taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this mortgage shall be void.

This mortgage shall be binding on the heirs, executors, administrators and assigns of the mortgagors hereto.

This mortgage shall not be modified without the express written consent of the parties hereto.

WITNESS their hands this 15th day of September, 2000.

SIGNED & ACKNOWLEDGED
IN THE PRESENCE OF

Carol Howdyshell

Cindy M O'Neil

David L. Marsh, Sr.

Victoria L. Marsh

200000005373
HOWDYSHELL & ONEIL

State of Ohio,
Perry County, ss:

BEFORE ME, a notary public in and for said county and state, personally came the above named David L. Marsh, Sr., and Victoria L. Marsh who acknowledged that they did sign the foregoing instrument and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at New Lexington, Ohio, this 15th day of September, 2000.

Cindy M O'Neil
Notary Public - State of Ohio

NOTARIAL SEAL STATE OF OHIO

CINDY M. O'NEIL
NOTARY PUBLIC, State of Ohio
My Commission Has No Expiration Date
Sect 147.03 R.C.

200000005373
Filed for Record in
PERRY COUNTY, OHIO
BARBARA J. FOX
On 09-18-2000 At 03:11 pm.
MORTGAGE 14.00
OR Book 262 Page 1760 - 1761

This Instrument Prepared By: **HOWDYSHELL & O'NEIL, LTD.,** Attorneys at Law, 113 North Main Street, PO Box 508, New Lexington, Ohio 43764, Telephone: 740-342-3582.

Instrument Book Page
200000005373 OR 262 1761

UNOFFICIAL COPY FROM RECORDS OF PERRY COUNTY, OHIO - NOT CERTIFIED

Form No. 604

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 25th day of March, 19 91, by and between

A. K. Wilson, a married person

of 401 North Drive, Somerset, Ohio 43783 (Phone) (614) 743-1473

hereinafter called the Lessor, and MURPHY OIL COMPANY
576 Charring Cross Drive
Westerville, Ohio 43081
(614) 898-7774

hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of one dollar ($1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operation for, producing and removing oil and gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas and their constituents from the subject lands, and of placing of tanks, equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at all times for the aforesaid purposes, being all that certain tract of land situated in

Section/~~District~~ No. 9 of Reading Township Perry County, Ohio, bounded substantially as follows:

North by lands of Gordon Young

East by lands of Somerset City Limits

South by lands of Vincent Emmert

West by lands of Vincent Emmert See O.R Vol 83 Pg 715

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts, containing *125.0*

acres, more or less, and being the property described in Deed Volume _____, Page _____ of the _____ County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of three years and so much longer thereafter as oil or gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil or gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within sixty (60) days ~~months~~ from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Six Hundred Twenty Five ($625.00) Dollars each year, payments to be made quarterly until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced.

4. In consideration of the premises the Lessee covenants and agrees:
(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines.
(B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation or compression paid by Lessee to deliver the gas for sale. Payment of royalty for gas marketed during any calendar month to be on or about the 30th day after receipt of such funds by the Lessee.
(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by any government body.
(D) In the event Lessee does not sell the gas to others, Lessor shall be paid on the basis of the field market price paid by the nearest public utility in the state at the well head for gas of like kind and quality, and on the same basis that such utility would pay for such gas, including any escalation in price that such utility would pay for such gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Lessor at Above Address and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

6. The Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first 4 hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of 4 hundred thousand cubic feet of gas taken in each year shall be paid for at the field market rate. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may rise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, that the gas supply will be terminated by Lessee until the Buyer of the property executes an agreement regarding the usage of the gas in the same form as the within agreement. In the absence of such an agreement free gas under this provision shall terminate, the within right of free gas not being assignable without the consent of the Lessee.

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law. In the event no delay rentals are stated, the advance royalty payable hereunder shall be made on the basis of $5.00 per acre per year.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form and oil and gas development unit of not more than 40 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. The Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens of the premises.

14. The Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil or gas to, on, through and off the premises and pay all damages caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

NOTICE COPY COURTESY PERRY COUNTY OHIO NOT FOR RESALE

15. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

16. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

17. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption the Lessee had failed to perform all its obligations hereunder.

18. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the oil and gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others.

20. Mutual consent required on the location of the wells, tank battery, pipelines and roadways, such consent not to be unreasonably withheld.

21. Crop damages, if any, to be settled prior to drilling of well; subsequent damages, if any, to be settled within ninety (90) days of completion of well.

22. This lease supersedes the lease of March 25, 1991 recorded in Volume 73, Page 179 of Official Records, Perry County, Ohio.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and acknowledged in the presence of:	Signatures	Social Security or Tax ID No.
Dale Wilson	X A. K. Wilson	[redacted]
John E Murphy		

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY OHIO - NOT FOR SALE

RECEIVED FOR RECORD
At 12:45 o'clock P m.
JAN 10 1992
OFF. REC. VOL. 79 Pg 604
BARBARA J. FOX, Recorder
FEE $ 10.00 Perry County, Ohio

Witness as to all signatures.

STATE OF Ohio)
COUNTY OF Perry)

INDIVIDUAL

Before me a Notary Public in and for said county and state personally appeared the above named A.K. Wilson

who acknowledged to me that he did execute the foregoing instrument and that the same is his free act and deed for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Somerset Ohio Seal

this 10th day of January, 19 92.

Notary Public John E Murphy
My Commission Expires: 5-19-93

STATE OF _____)
COUNTY OF _____)

INDIVIDUAL

Before me a Notary Public in and for said county and state personally appeared the above named _____

who acknowledged to me that _____ did execute the foregoing instrument and that the same is _____ free act and deed for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____

this _____ day of _____, 19 _____.

Notary Public _____
My Commission Expires:

This instrument prepared by:

MURPHY OIL COMPANY
576 Charring Cross Drive
Westerville, Ohio 43081

OIL AND GAS LEASE

No. _____ Acres _____ From _____ To _____, 19 _____ Years _____ Located _____ Rec'd for Record _____, 19 _____ Recorded _____, 19 _____ Book _____ Page _____ County Recorder

This Agreement, Made this 25th day of March A. D., 19 91

between A. K. Wilson married

801 North Drive Somerset Ohio 43283 hereinafter called the Lessor,

and Murphy Oil Co Westerville Ohio hereinafter called the Lessee

576 Charring Cross Dr

WITNESSETH, That the Lessor, in consideration of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee for the term of three years (and so long thereafter as oil or gas is produced from the lands leased and royalty and rentals paid by Lessee therefor) all the oil and gas in and under the lands hereinafter described, together with the exclusive rights to drill for, produce and market said oil and gas and to possess so much of said lands as may be necessary or convenient to such operations, the right to use oil, gas and water from said lands in operations thereon and the right to remove, at any time, any and all property placed by Lessee in or upon said premises. Said land bounded and described as follows:

On the North by lands of Gordon Young Section 9

On the East by lands of Somerset City limits

On the South by lands of Vincent Emmert

On the West by lands of Vincent Emmert

and situate in Reading Township, Perry County, Ohio, and containing one hundred twenty five (125) acres, more or less

TO HAVE AND TO HOLD said premises for said purposes for and during the term aforesaid.

No well to be drilled within 250 feet of the barn or dwelling house without Lessor's consent.

The Lessee to deliver to Lessor in tanks or pipe line One-Eighth (1-8) of oil produced and saved from the premises and to pay for each gas well from the time and while the gas is marketed 1-8 (one-eighth) at the prevailing field price.

Lessee agrees to bury, when requested so to do by Lessor, all pipe lines used to conduct gas off the premises, and to pay all damage to growing crops caused by operation under this lease.

Lessor shall be entitled to gas free of cost for domestic use in one dwelling on said premises from any gas well, thereon, so long as Lessee shall operate the same and the pressure is sufficient for such use, and shall use said gas at his own risk with economical gas burning appliances (subject to Lessee's approval) and Lessee shall not be liable for any insufficient supply from any cause whatever.

Lessee agrees to either drill a well on said premises within 60 days from this date or pay to Lessor one hundred fifty six Dollars (156.25) each 3 months thereafter until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas rental. And it is agreed that, upon the payment to the Lessor of .....Dollar and all amounts due hereunder, said Lessee shall have the right to surrender this lease by returning it to Lessor, with the indorsement of a surrender thereon, or recording such indorsement of surrender in the proper county on the margin of the record hereof, either of which shall be a full and legal surrender of this lease and Lessee's rights, and a cancellation of all liabilities under this lease of each and all parties hereto.

Payment of all moneys due under this lease may be made, by cash or check, to.....

.....; by deposit to.....credit in the .....

..... Bank of ..... Ohio, or by check made payable to.....order

and mailed ..... at.....P. O., Ohio.

Lessors Above Address

A.l covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described; Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor, and subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

IN WITNESS WHEREOF, We, the parties, have hereunto set our hands.

Signed and Acknowledged in Presence of:

John E. Murphy

S. J. Miller

X A. K. Wilson

X Gale Wilson (Atty in fact)

This instrument prepared by John E Murphy

UNOFFICIAL COPY PROPERTY OF PERRY COUNTY OHIO NOT FOR RESALE

180

THE STATE OF OHIO
COUNTY OF Perry } ss.

Personally appeared before me, a notary public in and for said County
A.K. Wilson by Dale Wilson attorney at fact
who ack.d
acknowledged the signing of the foregoing instrument to be his vo.untary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my handand affixed my notarial seal this 25th
day of March A. D., 19 91
John E. Murphy
Comm Exp 5-19-93

THE STATE OF OHIO
COUNTY OF ..... } ss.

Personally appeared before me, a..... in and for said County
..... who
acknowledged the signing of the foregoing instrument to be vo.untary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my handand affixed my notarial seal this.....
day of..... A. D., 19.....
.....

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

LEASE NO. .....

Oil and Gas Lease

FROM .....

TO .....

Date ..... 19....
Term ..... Years
No. Acres .....
Received .....
at ..... o'clock ..... M.
Recorded ..... 19....
in ..... County, Ohio.
Record of Lease, Vol. ..... Page.....
..... Recorder.

RELEASE

.....

The Lessee having elected to surrender the within lease and all its rights thereunder, does hereby surrender and cancel the same, and hereby endorses its surrender hereon.

In witness whereof, it has hereunto set its hand this.....
day of.....A. D., 19.... .....
....

RECEIVED FOR RECORD
At 2:54 o'clock P m.
JUL 12 1991
OFF. REC. VOL. 73 Pg. 179
BARBARA J. FOX, Recorder
FEE $ 4.00

001168

MEMORANDUM OF OIL AND GAS LEASE

Instrument 200100003872

THE UNDERSIGNED, **DAVID L. & VICTORIA L. MARSH, husband and wife**,

OF **5213 State Route 204, Mt. Perry, OH 43760**,
LESSOR(S), AND KENOIL, 7945 SHREVE ROAD, SHREVE, OH 44676, LESSEE, ENTERED INTO AN OIL AND GAS LEASE AS OF THE 5th DAY OF **June**, **2001**.

SAID LEASE COVERS ALL THAT CERTAIN TRACT OF LAND SITUATED IN SECTION/LOT **9**, **READING** TOWNSHIP, **PERRY** COUNTY, STATE OF OHIO, PARCEL NUMBER(S) #028-000977-0500, 032-000023-0000, 032-000240-0000, CONTAINING **37.9** ACRES, MORE OR LESS, AND BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE NORTH BY LANDS OF **Donald Curry, Wm. J. Schmeltzer; Clifford Wilson**
ON THE EAST BY LANDS OF **F. Robertson; W. Whitmer; D. Curry; Sheridan Place Subdivision**
ON THE SOUTH BY LANDS OF **Richard Starkey; Vincent & Mary Emmert, US Rt. 22**
ON THE WEST BY LANDS OF **Wm. J. Schmeltzer; Vincent & Mary Emmert**.

UNDER THE TERMS OF THE AFORESAID LEASE, THE SAID PROPERTY WAS LEASED BY LESSOR TO LESSEE FOR A TERM OF **TWO (2)** YEARS COMMENCING ON THE EFFECTIVE DATE THEREOF AND SO LONG THEREAFTER AS OIL AND/OR GAS IS PRODUCED FROM SAID LAND IN PAYING QUANTITIES OR THE LEASE IS OTHERWISE MAINTAINED PURSUANT TO THE PROVISIONS THEREOF.

DATED THIS **5th day of June**, **2001**.

WITNESS:

Lawrence V. Elstun

Russell D. Marsh

LESSOR:

David L. Marsh

Victoria L. Marsh

200100003872
Filed for Record in
PERRY COUNTY, OHIO
BARBARA J. FOX
06-27-2001 09:12 am.
LEASE 14.00
OR Book 270 Page 1168 - 1168

STATE OF OHIO)
COUNTY OF **PERRY**) SS:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **DAVID L. & VICTORIA L. MARSH, husband and wife**,
WHO ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 5th DAY OF **JUNE**, **2001**.

Lawrence V. Elstun
NOTARY PUBLIC

LAWRENCE V. ELSTUN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 8, 2002

200100003872
KENOIL
BOX 1086
WOOSTER, OH 44691

STATE OF OHIO)
COUNTY OF _____) SS:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____,
WHO ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, _____.

NOTARY PUBLIC

Instrument Book Page
200100003872 OR 270 1168

PREPARED BY:
KENNETH R. MILLER DBA KENOIL, 7945 SHREVE ROAD, SHREVE, OH 44676
330/263-7890

UNOFFICIAL COPY PERRY COUNTY, OHIO COURT FILE

BE IT REMEMBERED That on this 24 day of December, A. D. 1935, before me, the subscriber, a Notary Public in and for said county, personally came the above named Sheldon S Starner and Josephine M Starner the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

T M Potter

SEAL Notary Public

(T M Potter)

Received for Record December 31" 1935 @ 2:55 o'clock P. M.

Recorded Jan. 9" 1936. Fee $1.00✓

Transferred Dec. 31" 1935.

U.S. INTER. REVENUE 12-31-35 DOCUMENTARY

Pauline Smith RECORDER.

X-X-X-X-X-X-X-X-X-X-X-X-X-X-XX-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X

REG. NO. 24402

R. W. & LOUISE SNIDER

TO

THE OHIO FUEL GAS CO.

RIGHT-OF-WAY

For and in consideration of ONE DOLLAR to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty-five cents per lineal rod, to be paid when such grant shall be used or occupied R. W. Snider and Louise Snider (hereinafter called the Grantors) do...hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company) its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances, on lands situated in Reading Township, Perry County, and State of Ohio, and bounded and described as follows:

On the North by lands of J. A. Young

On the East by lands of W. A. Clouse and J A Young

On the South by lands of M. Emmert

On the West by lands of Albert Smith

Said lands being in Section No. 9 Qr. Twp. No....Twp. No.....Range No.....and containing 75 acres more or less.

With the right of ingress and egress to and from the same; the said Grantors to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said Company. Said pipe to be buried so as not to interfere with the cultivation of the land, and said Company to pay any damages which may arise to crops and fences from the laying, maintaining, operating and final removing of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. And the said Company, its successors and assigns, is hereby further granted the right at any time to lay, maintain, operate, repair, replace and remove a second line of pipe alongside of the first line as herein provided, upon the payment of a like consideration, and subject to the same conditions. The Company may also change the size of its pipes in line or lines laid hereunder, and the damages, if any, to crops and fences in making such change to be paid by the Company.

In Witness Whereof, the Parties hereto have set their hands this 23rd day of December A. D. 1935.

R. W. Snider
Louise Snider

Signed and acknowledged in presence of:

F. O. Sigler
T. P. Zartman

The State of Ohio, Perry County, ss.

Personally appeared before me, a Notary Public in and for said County R. W. Snider and Louise Snider, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal, this 23rd day of Dec., A. D. 1935. SEAL

T. P. Zartman
Notary Public.

Received for Record Jan. 3" 1936 o
8:00 o'clock A. M.
Recorded Jan. 9" 1936. Fee $1.00 ✓

Pauline Smith
RECORDER.

REG. NO. 24403

STEVE WRIGHT, DECEASED

TO

O. S. WRIGHT, ET. AL.

AFFIDAVIT FOR TRANSFER AND RECORD OF REAL ESTATE INHERITED.

Steve Wright
Deceased.

TO

O. S. Wright

The State of Ohio Perry County, ss.

O. S. Wright being duly sworn says that Steve Wright died intestate on the 17th day of May 1930; that at the time of his death his place of residence was at Junction City, Ohio that the following are the names, ages and addresses, so far as the ages and addresses are known and can be ascertained of each of such decedent's heirs at law and next of kin, who by h.....death inherited h....real estate and the relation of each to such ancestor.

NAMES	AGES	ADDRESSES	Relationship
Cleo Schull	52	Junction City, O.	Daughter
O. S. Wright	46	Junction City, O.	Son
Wilda Wright Dupler	49	Athens, Ohio	Daughter
Earl Wright	24	Junction City, O.	Grand Son
Dwane Wright	22	Junction City, O.	Grand Son
Blanch Wolfe	43	Columbus, O.	Daughter

The part or portion of such real estate inherited by each of such heirs at law and next of kin is as follows:

NAMES	PART OR PORTION INHERITED
Cleo Schull	One fifth
O. S. Wright	One fifth
Wilda Wright Dupler	One fifth
Earl Wright	One tenth
Dwane Wright	One tenth
Blanch Wolfe	One fifth

That at the time of the death of said Steve Wright he was the owner of and seized of the following described real estate:

REC. NO. 23785
R. W. & LOUISE SNIDER
TO
THE HOPEWELL FUEL & GAS CO.

GRANT OF RIGHT OF WAY

FOR AND IN CONSIDERATION OF the sum of One & no/100 - - -Dollars ($1.00) to them paid the receipt whereof is hereby acknowledged We do hereby grant unto The Hopewell Fuel & Gas Co. its successors and assigns a right of way over, across and through their land situated in Section No. 9, Township of Reading County of Perry and State of Ohio, bounded and described as follows:

Bounded on the North by John A. Young.
East " Jas. Wagner & W. A. Clouse
South " John Clouse & Edw. Clouse
West " Joseph Smith

containing 80 acres more or less

for the purpose of constructing from time to time and maintaining and operating, one or more lines of pipe for the transportation of natural gas or oil, including the maintenance and operation of the existing gas or oil pipe line thereon, and including lateral service lines and connections, from the main transportation lines and with the right of free ingress and egress to and from said premises, from time to time to construct, maintain, operate, change, alter, renew, replace, repair and remove any and / or all said pipe lines. All said pipe lines to be buried a reasonable depth below the surface and the tranches in which such pipe or pipes are laid to be carefully refilled and the surface restored to its original condition of smoothness.

The grantors herein reserves the right to fully use and enjoy said premises, but subject to the herein granted rights.

The grantee hereby agrees to pay any damage, which may arise to crops, shrubbery or fences, from the construction, maintaining, operating, changing, altering, renewing, replacing, reparing or removing said pipe lines or any of them. If damages are claimed and the amount cannot be mutually agreed upon between the parties, then said amount shall be ascertained by three disinterested persons, one thereof to be selected by the grantor or their heirs or assigns, one thereof to be selected by the grantee or its successors or assigns, and a third person to be selected by the said two selected by said parties, and the award by the said three persons or any two of them shall be final and binding on the said parties hereto.

Should more than one main transportation line, in addition to the existing main transportation line now thereon, be laid under this grant,the same consideration shall be paid for each such lines.

The said grantee is hereby granted the right to take up any pipe line provided for herein and replace the same with a larger pipe line and in the event such right is exercised said grantee shall pay to the grantor all damage that may arise therefrom to crops, shrubbery and fences, the same to be ascertained as hereinbefore provided.

The right of way hereby granted is intended to be and is for any and all lines that may be necessary to lay to take care of any present or future production on said property, and also of that on adjoining properties, it being understood that for all lines to take care of production on said adjoining lands, Twenty five cents per rod shall be paid.

All provisions hereof shall extend to and apply to the respective, heirs, successors and assigns of the parties hereto.

In witness Whereof We have hereunto set our hands this 3rd day of Sept., 1935

Signed and acknowledged by the grantors

in the presence of:

W. H. Cochran
L. L. Dittoe

R. W. Snider
Louise Snider

THE STATE OF OHIO

COUNTY OF Perry ss:

Before me, the undersigned, a notary public of and within said county this 4th day of Sept 1935 personally the above named R. W. Snider & Louise Snider the grantors in the above instrument and in due form of law did acknowledge the signing thereof to be their voluntary act and deed for the uses and purposes therein named.

L. L. Dittoe

SEAL Witness my hand and seal. L. L. DITTOE Notary Public

My commission expires: 6/17/38

In witness whereof the said grantee for the purposes of the aforesaid conveyance of right of way has hereunto set its hand this 7th day of September, 1935.

The Hopewell Fuel & Gas Company

Received for Record Sept. 13" 1935 @ H. H. Ross

2:15 o'clock P. M. General Manager.

Recorded Sept. 20" 1935. Fee $1.30

Pauline Smith
RECORDER.

X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X

REC. NO. 23786

BERT & GERTRUDE CLOUSE

TO

THE HOPEWELL FUEL & GAS CO.

GRANT OF RIGHT OF WAY

FOR AND IN CONSIDERATION OF the sum of One & no/100 Dollars ($1.00) to them paid the receipt whereof is hereby acknowledged We do hereby grant unto The Hopewell Fuel & Gas Co. its successors and assigns a right of way over, across and through their land situated in Section No. 9, Township of Reading County of Perry, and State of Ohio, bounded and described as follows:

Bounded on the North by Joseph Wager & Thornton Baker

East " N. Market St., Somerset

South " Cemetery, Kullman Mautz & J. J. Clouse

West " John Clouse & Russel Snider

containing 44 acres more or less.

for the purpose of constructing from time to time and maintaining and operating, one or more lines of pipe for the transportation of natural gas or oil, including the maintenance and operation of the existing gas or oil pipe line thereon, and including lateral service lines and connections, from the main transportation lines and with the right of free ingress and egress to and from said premises, from time to time to construct, maintain, operate, change, alter, renew, replace, repair and remove any and / or all said pipe lines. All said pipe lines to be buried a reasonable depth below the surface and the tranches in which such pipe or pipes are laid to be carefully refilled and the surface restored to its original condition of smoothness.

The grantors herein reserves the right to fully use and enjoy said premises, but subject to the herein granted rights. The grantee hereby agrees to pay any damage, which may arise to crops, shrubbery or fences, from the construction, maintaining, operating, changing, altering, renewing, replacing, repairing or removing said pipe lines or any of them. If damages are claimed and the amount cannot be mutually agreed upon between the parties, then said amount shall be ascertained by three disinterested persons, one thereof to be selected by the grantor or their heirs or assigns, one thereof to be selected by the grantee or its successors or assigns, and a third person to be selected by the said two selected by said parties, and the award by the said three persons or any two of them shall be final and binding on the said parties hereto.

the attachment of and/or to carry in conduit, the wires and/or cables of any other Company. If the Company should, at any time and from time to time, be obliged or desire to place its lines underground, or if said Company be required by the State Highway Department or other authorized governmental authority to relocate all or any part of its said lines, then, the Company may, and it is hereby granted the right so to do. The Company will promptly compensate the said Grantor for any and all loss or damage to said property, including damage to crops and fences, that arise out of the construction, reconstruction, operation or maintenance of its lines on said property.

All tree trimming to be done under Mr. B. F. Lentz Supervision

WITNESS MY hand, this 4th day of April, 1934.

Signed and acknowledged in the presence of Mary Lentz

C. F. Harper

P. M. Bowman

State of Ohio,)
) SS
County of Perry)

Before me, a Notary Public in and for said county, personally appeared the above named Mary Lentz, who acknowleged that she did sign the foregoing instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 4 day of April, 1934. SEAL P. M. Bowman

Notary Public in and for

Received for Record April 5" 1934 @ Perry County, Ohio.

2:30 o'clock P. M.

Recorded April 6th, 1934. Fee 75¢

Pauline Smith
RECORDER.

x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x

REG. NO. 20796
R. W. SNIDER
TO
THE OHIO BELL TELEPHONE CO.

EASEMENT
THE OHIO BELL TELEPHONE COMPANY

In consideration of One and- - -00/100 Dollars ($1.00) in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, a perpetual right of way and easement to construct, reconstruct, operate, maintain and remove its lines or telephone and telegraph, together with all necessary conduits, manholes, poles, wires, cables, guys, anchors, fixtures and appurtenances, upon, across, over and/or under the property and/or the highway crossing the property which I own, or in which I have an interest, situated in Section 9 in the Township of Reading, County of Perry, State of Ohio, and known as 75.25 acres as described in the deed Archie & Bessie Folk to R. W. Snider D. B. 106 Page 45 Dated 9 - 18 - 1925 Recorders Office, Perry County, Ohio.

Said lines shall be constructed according to the following course: Beginning at a point in the south side of State Highway #13 one foot north of and on the east property line thence in a generally easterly direction to a point 400 feet more or less east of the present road improvement

Said grant inclues the right, at any time, and for any of the purposes herein specified, of ingress to and egress from the site occupied by the lines of said Company as herein described, and the right to trim from time to time any trees along said lines so as to keep the wires and cables clear thereof for a space of at least three (3) feet with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other Company. If the Company should, at any time and from time to time, be obliged or desire to place its lines underground, or if said Company be required by the State Highway Department or other authorized governmental authority to relocate all or any part of its said lines,

then, the Company may, and it is hereby granted the right so to do. The Company will promptly compensate the said Grantor for any and all loss or damage to said property, including damage to crops and fences, that arise out of the construction, reconstruction, operation or maintenance of its line on said property.

Poles # 12 & 14 to be set on line with new road

WITNESS my hand , this 5th day of April, 1934

Signed and acknowledged in the presence of R. W. Snider

C. F. Harper

P. M. Bowman

State of Ohio,)
) SS
County of Perry)

Before me, a Notary Public in and for said county, personally appeared the above named R. W. Snider, who acknowledged that he did sign the foregoing instrument and that the same is own free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 5th day of April, 1934. P. M. Bowman SEAL

Notary Public in and for Perry County, Ohio.

Received for Record April 5" 1934 @ 2:30 o'clock P. M.

Recorded April 6th, 1934. Fee 75¢.

Pauline Smith
RECORDER.

x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x

REG. NO. 20797

EASEMENT

JOHN A. YOUNG

TO

THE OHIO BELL TELEPHONE CO.

THE OHIO BELL TELEPHONE COMPANY

In consideration of One and- - -00/100 Dollars ($1.00) in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, a perpetual right of way and easement to construct, reconstruct, operate, maintain and remove its lines of telephone and telegraph, together with all necessary conduits, manholes, poles, wires, cables, guys, anchors, fixtures and appurtenances, upon, across, over and/or under the property and/or the highway crossing the property which I own, or in which I have an interest, situated in Section 4 in the Township of Reading, County of Perry, State of Ohio, and known as 160 acres as described in the deed John Gallin as Exr. to John A. Young D. B. 68 Page 240 Dated 1 - 26 - 1905 Recorders Office, Perry County, Ohio

Said lines shall be constructed according to the following course: Beginning at a point on the north side of State Route #13 and at the intersection of the old and the new roads, thence in a westerly direction paralleling the north road line to the end of the new improvement a distance of 500 feet more or less

Said grant includes the right, at any time, and for any of the purposes herein specified, of ingress to and egress from the site occupied by the lines of said Company as herein described, and the right to trim from time to time any trees along said lines so as to keep the wires and cables clear thereof for a space of at least Two (2) feet with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other Company. If the Company should, at any time and from time to time, be obliged or desire to place its lines underground, or if said Company be required by the State Highway Department or other authorized governmental authority to relocate all or any part of its said lines, then, the Company may, and it is hereby granted the right so to do. The Company will promptly compensate the said Grantor for any and all loss or damage to said property, including damage to crops and fences, that arise out of the construction, reconstruction, operation

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

Vincent Tague : Osha Wood

Robert Tague Charles A. Wood

THE STATE OF Ohio } SS.
Perry COUNTY

BE IT REMEMBERED That on this 10th day of February, A. D. 1934, before me, the subscriber, a Notary Public in and for said county, personally came the above named Osha Wood and Charles A Wood the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed

SEAL my official seal on the day and year last aforesaid.

Vincent Tague
Notary Public.

Received for Record Feb. 13th, 1934 @ 12:30 o'clock P. M.

Recorded Feb. 13th, 1934. Fee $1.00

UNITED STATES INTER. REVENUE DOCUMENTARY

Pauline Smith
RECORDER.

x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x

REG. NO. 20586

R. W. SNIDER
TO
THE STATE OF OHIO

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

THAT R. W. Snider, the Grantor, for and in consideration of the sum of Eight and 50/100 Dollars ($8.50) and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Perry County, Ohio, Reading Township, Section 9, Town 16, Range 16, and bounded and described as follows:

PARCEL NO. 4

Beginning at a point in the proprty line between John A. Young and R. W. Snider in the center of the present traveled road, said point being at right angles to and 30 ft. Southerly from Sta. 35+29.6 in the centerline of Survey made by the Department of Highways; thence West, parallel to and 30 ft. from the said center line of survey, 220.4 ft. to a point at right angles to and 30 ft. from Sta. 37+50 in the said centerline of Survey; thence North, 30 ft. to a point in the said property line between John A. Young and R. W. Snider in the center of the present traveled road, said point also being Sta. 37+50 in the said centerline of Survey; thence West along Said property line and said centerline of Survey, 173 ft. to a point, said point being Sta. 35+77 in the said centerline of Survey; thence South 57°40' East along said property line and center of present traveled road, 56.1 ft. to the place of beginning.

as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that the strip of land above described is not to be in excess of 30 feet in width, and contains 0.14 acres, more or less, of which the present road occupies 0;09 acres, more or less.

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantor, for himself and his heirs, executors and administrators, hereby covenants with the said Grantee, its successors and assigns that he is the true and lawful

owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Louise Snider, wife of R. W. Snider, hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF R. W. Snider and his wife Louise Snider have hereunto set their hands, the 30th day of August in the year of our Lord one thousand nine hundred and Thirty-Three

Signed and sealed in the presence of;

D. M. Thompson　　　　R. W. Snider

B. B. Burns　　　　Louise Snider

STATE OF OHIO,)
) ss.:
Perry COUNTY,)

Before me, a Notary of Public in and for said County and State, personally appeared the above named R. W. Snider & Louise Snider, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at Somerset O. this 30th day of August, A. D. 1933.

SEAL

Bernard B. Burns

My Commission expires July 27th, 1933.

Received for Record February 14, 1934 ○

11:20 o'clock A. M.

Pauline Smith
RECORDER.

Recorded Feb. 14th, 1934. Fee $1.25

x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x

REG. NO. 20588

HICE, SYLVESTER & JOSEPH WAGNER

$ HICE WAGNER R D #8

TO

THE STATE OF OHIO

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Hice, Sylvester and Josie Wagner, the Grantors, for and in consideration of the sum of Two Hundred Fifty-One & 00/100--Dollars ($251.00) and for other good and valuable considerations to Them paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Perry County, Ohio, Reading Township, Section 9 and 4, Town 16, Range 16, and bounded and described as follows:

PARCEL NO. 2.

Beginning at a point in the property line between Thornton Baker and Hice, Sylvester, and Josie Wagner, said point being Sta. 17+70 in the centerline of Survey made by the Department of Highways; thence South along said property line, 45 ft. to a point at right angles to and 45 ft. from Sta. 17+70 in the said centerline of Survey; thence West parallel to and 45 ft. from the said centerline of Survey, 80 ft. to a point at right angles to and 45 ft. from Sta. 18+50 in the said centerline of Survey; thence South, 5 ft. to a point at right angles to and 50 ft. from Sta. 18+50 in the said centerline of Survey; thence West, parallel to and 50 ft. from the said centerline of Survey, 150 ft. to a point at right angles to and 50 ft. from Sta. 20+00 in the said centerline of Survey; thence South, 20 ft. to a point at right angles to and 70 ft. from Sta. 20+00 in the said centerline of Survey; thence South, 20 ft. to a point at right angles to and 70 ft. from Sta. 20+00 in the said centerline of Survey; thence West, parallel to and 70 ft. from the said centerline of Survey-

with the right of ingress and egress to and from the same; the said Grantors to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said Company. Said pipe to be buried so as not to interfere with the cultivation of the land, and said Company to pay any damage which may arise to crops and fences from the laying, maintaining and operating said pipe line, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

It is understood and agreed that the grantor is to be paid twenty-five cents per rod for all lines laid excepting those transporting and gathering gas from the lands hereinabove described.

IN WITNESS WHEREOF, The parties hereto have set their hands this 17th day of February, A.D. 1947.

Signed and acknowledged in presence of

FRANK M. QUINN

ALICE SEAMAN

LAWRENCE LOVE (Seal)

LAURA LOVE (Seal)

THE STATE OF OHIO, PERRY COUNTY, SS:

Personally appeared before me, a Notary Public in and for said County Lawrence Love and Laura Love who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 1st day of March 1947.

seal

ROBERT H. DANISON, (Seal)
My commission expires 9/4/47

Received March 1, 1947 at 9:47 AM
Recorded March 3, 1947 Fee $1.05

Paul Gordon
PAUL GORDON, COUNTY RECORDER

Reg. No. 18675

EDWARD J. BEVER : RIGHT OF WAY

TO :

LUDOWICI-CELADON CO. : FOR AND IN CONSIDERATION OF One and no/100 dollars to him in hand paid, receipt of which is hereby acknowledged, and the further consideration of 25 cents per lineal rod, to be paid on or before the laying of said pipe line, Edward J. Bever (hereinafter called the Grantor) does hereby grant to LUDOWICI-CELADON CO. (hereinafter called the Company), its successors and assigns, the right to lay a pipe line, and maintain, operate, repair, replace and remove the same over and through his lands situate in Reading Township, Perry County and State of Ohio, and bounded and described as follows:

On the North by lands of :
On the East by lands of :
On the South by lands of :
On the West by lands of :

Being out lots #1 and 71 of the village of Somerset and being the lots conveyed by John W. Mautz and others to E. J. Bever in deed recorded in Perry County deed records Vol. 140, page 454 also a tract of 2½ acres in the village of Somerset being the same as that conveyed by E. P. Walser Admr. Estate John J. Clouse to E. J. Bever in deed recorded in Perry County Deed Records Vol. 137, Page 305.

with the right of ingress and egress to and from the same; the said Grantor to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said Company. Said pipe to be buried so as not to interfere with the cultivation of the land, and said Company to pay any damage which may arise to crops and fences from the laying, maintaining and operating said pipe line, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor his heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

It is understood and agreed that the grantor is to be paid twenty-five cents per rod for all lines laid excepting those transporting and gathering gas from the lands hereinabove described.

IN WITNESS WHEREOF, The parties hereto have set their hands this this day of Feb. 18, A.D. 1947.

Signed and acknowledged in presence of

F. M. QUINN

ALICE SEAMAN

EDWARD BEVER (Seal)

THE STATE OF OHIO, PERRY COUNTY, SS:

Personally appeared before me, a Notary Public in and for said County Edward Bever who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 1st day of March 1947.

ROBERT H. DANISON (Seal)
seal My commission expires 9/4/47

Received March 1, 1947 at 9:48 AM
Recorded March 3, 1947 Fee $1.00

Paul Gordon
PAUL GORDON, COUNTY RECORDER

Reg. No. 18676

WILLIAM A. CLOUSE : RIGHT OF WAY
:
TO : FOR AND IN CONSIDERATION OF One and no/100 dollars to him in hand paid, receipt of which
:
LUDOWICI-CELADON CO. : is hereby acknowledged, and the further consideration of 25 cents per lineal rod, to be paid on or before the laying of said pipe line, William A. Clouse (hereinafter called the Grantor) does hereby grant to LUDOWICI-CELADON CO. (hereinafter called the Company), its successors and assigns, the right to lay a pipe line, and maintain, operate, repair, replace, and remove the same over and through his lands situate in Corporation of Somerset, Reading Township, Perry County and State of Ohio, and bounded and described as follows:

On the North by lands of : Being Outlots #63, #67 & #69 of the village of Somerset
On the East by lands of :
On the South by lands of :
On the West by lands of :

with the right of ingress and egress to and from the same; the said Grantor to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said Company. Said pipe to be buried so as not to interfere with the cultivation of the land, and said Company to pay any damage which may arise to crops and fences from the laying, maintaining and operating said pipe line, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor his heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

It is understood and agreed that the grantor is to be paid twenty five cents per rod for all lines laid excepting those transporting and gathering gas from the lands hereinabove described.

IN WITNESS WHEREOF, The parties hereto have set their hands this 5th day of February, A.D. 1947.

Signed and acknowledged in presence of WILLIAM A. CLOUSE (Seal)

F. M. QUINN

ALICE SEAMAN

THE STATE OF OHIO, PERRY COUNTY, SS:

Personally appeared before me, a Notary Public in and for said County Wm. A. Clouse who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 1st day of March 1947.

seal ROBERT H. DANISON, My commission expires 9/4/47 (Seal)

Received March 1, 1947 at 9:49 AM
Recorded March 3, 1947 Fee $1.00

Paul Gordon
PAUL GORDON, COUNTY RECORDER

Reg. No. 18677

FLORENCE COTTERMAN : RIGHT OF WAY
:
TO : FOR AND IN CONSIDERATION OF One no/100 dollars to her in hand paid, receipt of which is
:
LUDOWICI CELADON CO. : hereby acknowledged, and the further consideration of 25¢ cents per lineal rod, to be paid on or before the laying of said pipe line, Florence Cotterman (hereinafter called the Grantor) does hereby grant to LUDOWICI-CELADON CO. (hereinafter called the Company,) its successors and assigns, the right to lay a pipe line

With the right of ingress and egress to and from the same; the said Grantors to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said Company. Said pipe to be buried so as not to interfere with the cultivation of the land, and said Company to pay any damages which may arise to crops and fences from the laying, maintaining, operating and final removing of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said Company, its successors or assigns, may at any time lay, maintain, operate, repair, replace and remove other lines of pipe at any points on said premises, upon the payment of a like consideration for each line, and subject to the same conditions as above; also may change the size of its pipe, by paying the damages, if any, to crps and fences which may arise in making such change.

In Witness Whereof, the Parties hereto have hereunto set their hands this 27th day of November, A. D. 1934

Signed and acknowledged in presence of:

F. O. Sigler

T. P. Zartman

Pius J. Bever

Helen Bever

The State of Ohio, Perry County, ss.

Personally appeared before me, a Notary Public in and for said County Pius J. Bever and Helen Bever, who acknowledged the signing of the foregoing instrument to be Their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal, this 27th day of Nov. A. D. 1934.

T. P. Zartman SEAL

Notary Public.

Received for Record Dec. 15" 1934 @ 8:00 o'clock A. M.

Recorded Dec. 17" 1934. Fee $1.00

Pauline Smith
RECORDER.

REG. NO. 22157

J. J. & GRACE CLOUSE

TO

THE OHIO FUEL GAS COMPANY

RIGHT OF WAY

For and in Consideration of ONE DOLLAR to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty-five cents per lineal rod, to be paid when such grant shall be used or occupied J. J. Clouse and Grace Clouse (hereinafter called the Grantors) do..hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company) its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances, on lands situated in ReadingTownship, Perry County, and State of Ohio, and bounded and described as follows:

On the North by lands of Russell Snyder

On the East by lands of Wm. Clouse

On the South by lands of M. Emmert and Pius Bever

On the West by lands of M. Emmert

said lands being in Section No. 9, Qr. Twp. No....., Twp. No.....Range No.... and containing 52 acres more or less.

With the right of ingress and egress to and from the same; the said Grantors to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said Company. Said pipe to be buried so as not to interfere with the cultivation of the land, and said Company to pay any damages which may arise to crops and fences from the laying, maintaining, operating and final removing of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said Company, its successors or assigns, may at any time lay, maintain, operate, repair, replace and remove other lines of pipe at any points on said premises, upon the payment of a like consideration for each line, and subject to the same conditions as above; also may change the size of its pipe, by paying the damages, if any, to crops and fences which may arise in making such change.

In Witness Whereof, the Parties hereto have hereunto set their hands this 27th day of November, A. D. 1934.

Signed and acknowledged in presence of: J. J. Clouse

F. O. Sigler Grace Clouse

T. P. Zartman

The State of Ohio, Perry County, ss.

Personally appeared before me, a Notary Public in and for said County J. J. Clouse and Grace Clouse, who acknowledged the signing of the foregoing instrument to be Their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereuntoset my hand and affixed my Notarial seal, this 27th day of Nov., A. D. 1934. SEAL

T. P. Zartman

Received for Record Dec. 15" 1934 @ Notary Public.

8:00 o'clock A. M.

Recorded Dec. 17" 1934. Fee $1.00

Pauline Smith
RECORDER.

x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-

REG. NO. 22158

FRANK W. & LIDA E. ARNOLD

TO

THE OHIO FUEL GAS COMPANY

RIGHT OF WAY

For and in Consideration of ONE DOLLAR to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of twenty-five cents per lineal rod, to be paid when such grant shall be used or occupied Frank W. Arnold and Lida E. Arnold (hereinafter called the Grantors) do...hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company) its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances, on lands situated in Reading Township, Perry County, and State of Ohio, and bounded and described as follows:

On the North by lands of Willard Metzger, W. B. Coleman and Chas Stine

On the East by lands of Chas Eagan and Wm. Spencer

On the South by lands of Jno McQuaid, Jno Bushue

On the West by lands of Jno McQuaid and Michael Emmert

Said lands being in Section No. 9, Qr. Twp. No...., Twp. No....., Range No.......
and containing 50 acres more or less.

REG.NO. 4643 ✓

THIS INDENTURE made this 25 day of February 1915, by and between R.A.Clouse, Albert Clouse, John J.Clouse and Mary Bever, Edward ~~Clouse~~ Clouse & Eva Clouse ~~his wife (no married)~~ parties of the first part, and THE OHIO LIGHT AND POWER COMPANY a corporation organized and existing under the laws of the State of Ohio, party of the second part,

WITNESSETH:

That for and in consideration of the sum of One Dollars ($ 1.00) lawful money of the United States, in hand paid to the part ies of the first part by the party of the second part, receipt whereof is hereby acknowledged, and the further consideration of 1.00 for each pole or tower erected on the premises to be paid when this grant is used

said part ies of the first part hereby grant ~~s~~ to the party of the second part, its successors and assigns, lessees and tenants, the right, privilege and authority to construct, erect, operate and maintain, a line or lines for the purpose of transmitting electric energy or other power, and a telegraph or telephone line or lines, in, upon, over, through, across or under the following described property situated in Reading Township, in the County of Perry, in the State of Ohio, bounded and described as follows, to-wit: 2nd tract;

On the North by the lands of H.E.Hoyman B.Klouse
On the East by the lands of Kintz & Clouse J.Mautz
On the South by the lands of M.Emmert Wm.Kline & Cupperrider
On the West by the lands of Lutz & Smith Clouse Estate.
Containing One hundred twenty six (126) acres more or less

With the right to ingress and egress to and from the same.

Said Grantor s reserving the right to use and enjoy said premises, except for the purpose herein granted to the party of the second part.

Said party of the second part to pay any damage which may be ~~occasioned to the growing crops and fences~~, caused by the construction, erection, operation and maintenance of said line or lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the part ies of the first part, ~~his~~ their heirs or assigns, one by the party of the second part, its successors and assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

Said party of the second part, its successors and assigns, are hereby further granted the right at any time to place, erect, maintain, inspect, add to the number of, and re-locate at will, poles, towers, cross arms, and ~~or~~ fixtures, and to string wires and cables, with the right to add thereto, from time to time, across, through, under or over the above described premises; to cut and remove from said premises any trees, overhanging branches, or any other obstructions which may endanger the safety, or interfere with the use of said poles, towers, and ~~or~~ fixtures or wires attached thereto, or any structure on said premises; also the privilege of removing at any time, any or all of said improvements erected upon, over or under said land.

See ORUR 384 Pg 1147

TO HAVE AND TO HOLD, the same unto the said THE OHIO LIGHT AND POWER COMPANY party of the second part, its successors and assigns, until said party of the second part shall relinquish the easement hereby granted, at which time, said easement, and all interest acquired hereunder shall revert to the grantor their heirs or assigns.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand s and seal s the day and year first above written.

WITNESSES:

H.T.Macnling (SEAL) — Mrs.R.A.Clouse (SEAL)
W.S.Soliday (SEAL) — Albert Clouse (SEAL)
John J.Clouse (SEAL)
Mary Bever (SEAL)
Edward Clouse (SEAL)
Eva Clouse (SEAL)

State of Ohio ss.
County of Perry

On the 25th day of February 1915, before me, a Notary Public in and for said County and State, personally appeared the above named Mrs.R.A.Clouse, Albert Clouse, John J. Clouse and Mary Bever

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the 25th day of February A. D., 1915.

W.S.Soliday Notary Public (Seal).

STATE OF OHIO, COUNTY OF PERRY SS:

On the 20th day of March 1915, before me, a Notary Public in and for said county and state, personally appeared the within named Edward Clouse and Eva Clouse, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the 20th day March 1915.

W.S.Soliday Notary Public (Seal).

Received for record Mch. 23rd 1915 @ 1 P.M.

Recorded Mch. 26th 1915.

Fee $1.25

C. A Gordon

RECORDER.

REG.NO. 5892.

WILLIAM KLINE

TO

OHIO LIGHT & POWER CO.

KNOW ALL MEN BY THESE PRESENTS: That William Kline and Bertha Kline, the wife of said William Kline of Somerset, Ohio, in consideration of Five Hundred dollars ($500.00) to them paid by The Ohio Light and Power Company, a corporation the receipt whereof is hereby acknowledged, do hereby Grant,Bargain,Sell and Convey to the said The Ohio Light and Power Company,its heirs ,successors and assigns forever

THE FOLLOWING described Real Estate,situate in the village of Somerset,in the County of Perry and State of Ohio, and bounded and described as follows, to-wit;

Being a part of the south -east quarter of section nine (9) ,township sixteen (16) and range sixteen (16) , and, to find the starting point of this description, commence at the south-west corner of the south east quarter of said section nine (9);thence north, 4 degrees and 45 minutes east, along the west line of said quarter section a distance of 1078.14 feet to the north line of The Zanesville and Maysville Turn-pike ;thence along the north line of said The Zanesville and Maysville Turnpike; north 54 degrees and 59 minutes east, a distance of 783.5 feet, to an iron pipe set as a corner and which is the beginning point of this description;thence along the north line of said Zanesville and Maysville Turnpike ,north 54 degrees and 59 minutes east, 84.9 feet, to an iron pipe set as a corner; Thence north 28 degrees and 43 minutes west 243.9 feet to an iron pipe set as a corner; thence south, 61 degrees, and 17 minutes west,84.7 feet, to an iron pipe set as a corner; thence south, 28 degrees and 43 minutes east, 253.2 feet, to the place of beginning, containing four-hundred-and-eighty-three-one-thousandths (.483) of an acre.

(The courses are magnetic bearing of May 4th,1910).

and all the ESTATE,TITLE AND INTEREST of the said William Kline and Bertha Kline, his 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 The Ohio Light and Power Company,its heirs,successors and assigns forever.

And the said William Kline and Bertha Kline, his wife for themselves, and their heirs, executors and administrators, do hereby covenant with the said The Ohio Light and Power Company,its heirs,successors and assigns, that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is CLEAR, FREE AND UNINCUMBERED: AND FURTHER, That they do WARRANT AND WILL DEFEND the same against all claim or claims of all persons whomsoever.

IN WITNESS WHEREOF,The said William Kline and his said wife, Bertha Kline, who hereby releases all her right and expectancy of dower in the said premises have hereunto set their hands this 8th day of July in the year of our Lord one thousand nine hundred and sixteen(1916)

Signed and acknowledged in presence of-

Gail Yost — William Kline.

Owen Yost — Bertha Kline.

30F 7-8-16 UNITED STATES INTERNAL REVENUE DOCUMENTARY.

STATE OF OHIO,COUNTY OF PERRY SS:

BE IT REMEMBERED,That on this 8th day of July,in the year of our Lord one thousand nine hundred and sixteen (1916),before me, the subscriber, a Notary Public in and for said county,personally came William Kline and Bertha Kline, the wife of said William Kline, the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF,I have hereunto subscribed my name and affixed my Notarial seal on the day and year last aforesaid.

Owen Yost,

Notary Public,Perry County,Ohio.(Seal).

REG.NO. 4605.

THIS INDENTURE made this 26th day of February 191 5., by and between

W.M.Kline, and

Berta Kline, his wife (~~unmarried~~) part.ies of the first part. and THE OHIO LIGHT AND POWER COMPANY a corporation organized and existing under the laws of the State of Ohio, party of the second part,

WITNESSETH:

That for and in consideration of the sum of One Dollars ($ 1.00) lawful money of the United States, in hand paid to the parties of the first part by the party of the second part, receipt whereof is hereby acknowledged, and the further consideration of $1.00 for each pole or tower and also the payment of $10.00 to be paid when this grant is used.

said part ies of the first part hereby grant s to the party of the second part, its successors and assigns, lessees and tenants, the right, privilege and authority to construct, erect, operate and maintain, a line or lines for the purpose of transmitting electric energy or other power, and a telegraph or telephone line or lines, in, upon, over, through, across or under the following described property situated in Reading Township, in the County of Perry, in the State of Ohio, bounded and described as follows, to-wit:

On the North by the lands of Clouse estate

On the East by the lands of J.J.Snider

On the South by the lands of C.Stine

On the West by the lands of M.Emmert

Containing Sixteen (16). acres more or less

With the right to ingress and egress to and from the same.

Said Grantor s reserving the right to use and enjoy said premises, except for the purpose herein granted to the party of the second part.

Said party of the second part to pay any damages which may be occasioned to the growing crops and fences, caused by the construction, erection, operation and maintenance of said line or lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the parties of the first part, their heirs or assigns, one by the party of the second part, its successors and assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

Said party of the second part, its successors and assigns, are hereby further granted the right at any time to place, erect, maintain, inspect, add to the number of, and re-locate at will, poles, towers, cross arms, and—or fixtures, and to string wires and cables, with the right to add thereto, from time to time, across, through, under or over the above described premises; to cut and remove from said premises any trees, overhanging branches, or any other obstructions which may endanger the safety, or interfere with the use of said poles, towers, and—or fixtures, or wires attached thereto, or any structure on said premises; also the privilege of removing at any time, any or all of said improvements erected upon, over or under said land.

TO HAVE AND TO HOLD, the same unto the said THE OHIO LIGHT AND POWER COMPANY party of the second part, its successors and assigns, until said party of the second part shall relinquish the easement hereby granted, at which time, said easement, and all interest acquired hereunder shall revert to the grantor s their heirs or assigns.

IN WITNESS WHEREOF, the part ies of the first part have hereunto set their hand s and seal s the day and year first above written.

WITNESSES:

H.T.Mechling (SEAL) Wm.Kline (SEAL)

W.S.Soliday (SEAL) Bertha Kline (SEAL)

(SEAL)

(SEAL)

State of Ohio ss.

County of Perry

On the 26 day of February, before me, a Notary Public, in and for said County and State, personally appeared the above named Wm.Kline and his wife Bertha Kline

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the 26 day of February A. D. 19 15.

W.S.Soliday

Notary Public (Seal).

Received for record Mch.17" 1915 @ 11:30 A.M.
Recorded Mch.18" 1915.

Fee 85¢

C. B. Gordon,

RECORDER.

Form 3775 Easement

91962

THE OHIO BELL TELEPHONE COMPANY

In consideration of One Dollar and ----------00/100 Dollars ($ 1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, I hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its communication systems, together with all such communication facilities, including poles, wires, cables, guys, guy stubs, anchors, conduits, manholes, fixtures and appurtenances, as it may from time to time require or deem proper therefor, upon, across, in, over and/or under a strip of land 10' wide across the property and/or along the highway adjoining the property which I own, or in which I have an interest, situated in the Village of Somerset, County of Perry, State of Ohio, known as the property of Betty Joan Gothard;

and being the same premises of record in Deed Book 224, Page 184 of Perry County Records.

Said communication systems shall be constructed according to the following course: See Exhibit "A" attached hereto and made a part hereof.

Transferred this June 22 day 19 82
Delmer D. Hoops
Perry County Auditor

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to trim from time to time any trees on said strip and on land adjacent to said strip so as to keep facilities clear thereof for a space of ..... feet, the right to clear and keep cleared said strip and ..... feet on each side thereof, of all trees, roots, undergrowth and obstructions, so as to keep facilities clear thereof, the right to install, construct, reconstruct, operate, maintain, repair, supplement and remove guy stubs, anchors and guys on land adjacent to said strip, and the right to carry in said communication systems the communication facilities of any other company. If the Company should, at any time and from time to time, be obliged or desire to place all or any part of said communication systems underground within the limits of said strip, the Company is hereby granted the right so to do, in which event the Company is also granted the right to clear and keep cleared said strip of all trees, roots, undergrowth and obstructions, and the right to place and maintain surface route markers upon said strip and along fence lines or property lines upon land of the undersigned. If the Company should, at any time and from time to time, be required by the State Highway Department or other authorized governmental authority to relocate all or any part of said communication systems, the Company is hereby granted the right so to do. The Company shall promptly compensate the undersigned for all damage to growing crops, fences and drain tile caused by any of the operations which the Company is herein granted the right to perform.

IN WITNESS WHEREOF, I have hereunto set my hand, this 30th day of March, 1982.

Signed and acknowledged in the presence of:

Jeffrey McCoy

David Holmes

Betty J. Gothard

Betty J. Gothard - Widow

STATE OF OHIO }
COUNTY OF Perry } ss

Before me, a Notary Public in and for said County, personally appeared Betty J. Gothard and ----------, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 30 day of March, 19 82

Notary Public in and for

County, Ohio.

(Over)

THIS INSTRUMENT PREPARED BY THE OHIO BELL TELEPHONE COMPANY

790

STATE OF OHIO
COUNTY } SS

Personally came before me this.....day of.....19.....,
.....and.....to me
known to be the.....and.....; respectively, of the above
named corporation, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for
and on behalf of said corporation as such officers, being duly authorized so to do, and further did severally depose and
say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

.....
Notary Public in and for

.....County, Ohio.

(This acknowledgment is to be executed if the Grantor is a corporation.)

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR SALE

EXCH.....T.R. NO.....
SEC. NO.....BLK. NO.....
POLE NO.....TO.....INC.
OTHER ITEMS.....

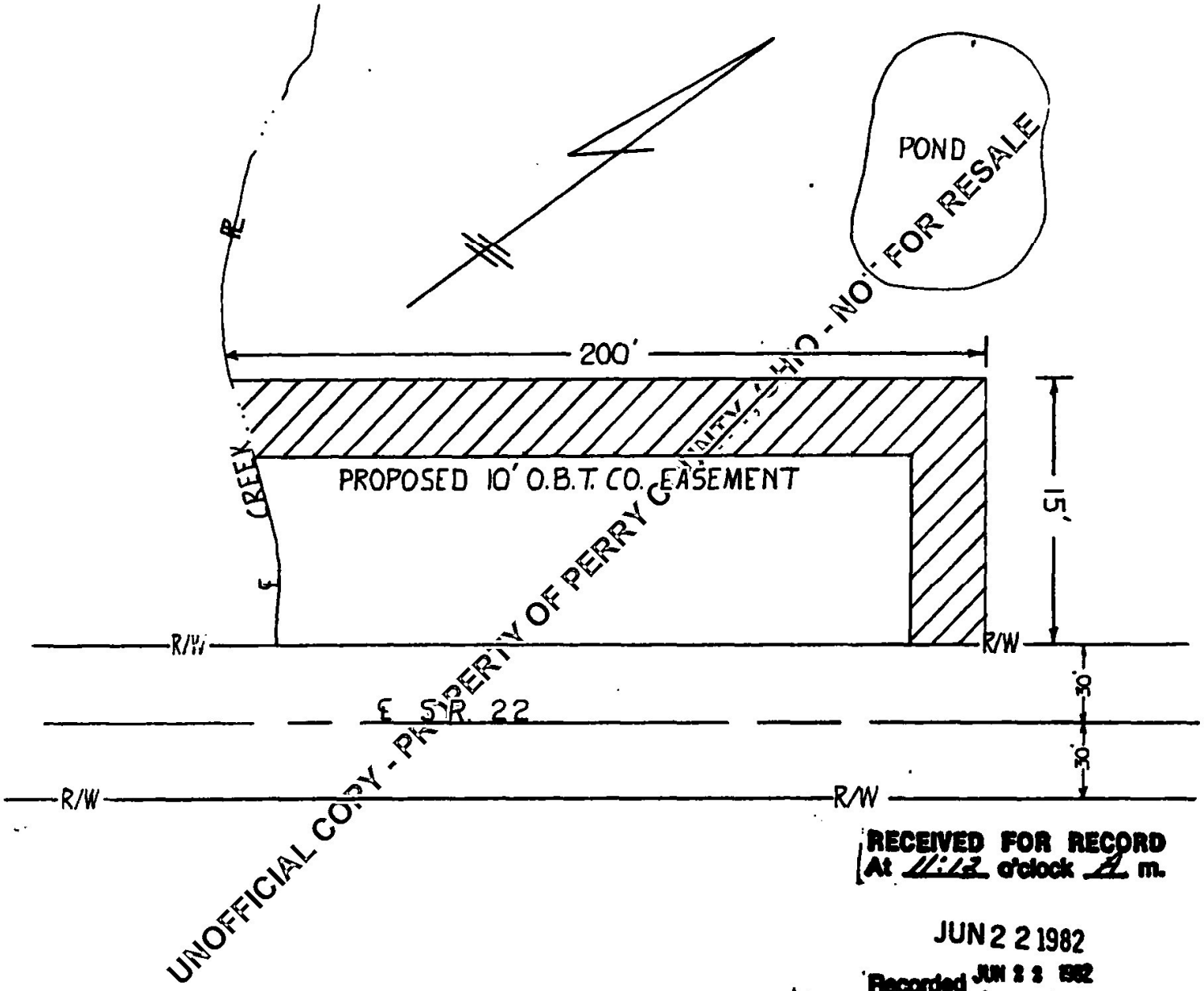
FROM

TO
THE OHIO BELL TELEPHONE COMPANY
Form #257 Reference
Order No.....Date.....
Amt. of Voucher.....Amount of 257.....
Signed by.....

COUNTY RECORDER'S RECORD
Received for record.....19.....
At.....o'clock.....M.
Recorded.....19.....
Deed Book.....Page.....

.....
County Recorder

EXHIBIT "A"



RECEIVED FOR RECORD
At 11:12 o'clock A m.

JUN 22 1982

Recorded JUN 22 1982
#6.00 Vol. 254 Pg. 289
Recorder Nancy C. Montgomery
Perry County, Ohio

TO EASEMENT DATED March 30, 1982

FROM: BETTY JOAN GOTHARD

TO: THE OHIO BELL TELEPHONE COMPANY

PROPERTY OF BETTY JOAN GOTHARD
AS RECORDED IN PERRY COUNTY RECORDS
DEED BOOK 224 PAGE 184
ON AUGUST 4, 1975
SITUATE IN VILLAGE OF SOMERSET,
COUNTY OF PERRY,
STATE OF OHIO.

650

Form 3780 (1-88) Easement

01336

See Cert of Discharge Vol 14 pg 812

THE OHIO BELL TELEPHONE COMPANY

Easement

In consideration of One and no/100 Dollars ($ 1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, we hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which we own or in which we have an interest situated in the Township of Reading County of Perry, State of Ohio, Known as being a part of the Southeast Quarter of Section 9, in the Village of Somerset, Township 16, Range 16 containing 2.09 acres, more or less, conveyed by deed recorded May 16, 1989 to A. K. Wilson

and being the same premises of record in Deed Book OR 49 Page 50, of Perry County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit A" and made a part hereof.

The owner shall not be held liable during legal activities.

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit 'A' the following:

Cable Markers

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company at its expense. shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

Transfer Not Necessary
3-24 1992
Joann N. Hankinson FLG
Perry County Auditor

650

MAIL RETURN TO: MICHAEL TIGHE
BURGESS & NIPLE LIMITED
5085 REED ROAD
COLUMBUS, OH 43220

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY - NOT FOR RESALE

IN WITNESS WHEREOF, we have hereunto set our hands(s) this 7th day of January, 19 92.

Signed and Acknowledged
in the Presence of:

x Nancy L. Troup
WITNESS Nancy L. Troup

x A. K. Wilson
GRANTOR A. K. Wilson (husband)

x Rhonda L Horne
WITNESS Rhonda L. Horne

x Verna Wilson
GRANTOR Verna Wilson by A.K. Wilson, Attorney-in-fact (wife)

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)

STATE OF)
) SS
COUNTY OF)

Personally came before me this ___ day of _____, 19, _____ and _____ to me known to be the _____ and _____ respectively, of the above named corporation/partnership, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized so to do, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

_____
Notary Public in and for

_____ County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint tenants/tenants in common.)

STATE OF OHIO)
) SS
COUNTY OF PERRY)

Before me, a Notary Public in and for said County, personally appeared A. K. Wilson and Verna Wilson by A.K. Wilson, Attorney-in-fact who acknowledged that they did sign the foregoing instruments and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this 7th day of January, 19 92.

Rhonda L Ogilvie
Notary Public
My Commission Is Recorded In Madison Co
My Commission Expires 1 10-95

Rhonda L Horne (Ogilvie)
Notary Public in and for
Rhonda L. Horne (Ogilvie)
Madison County, Ohio

THIS INSTRUMENT PREPARED BY THE OHIO BELL TELEPHONE CO. MO

OFFICIAL COPY - PROPERTY OF PERRY COUNTY OHIO NOT FOR RESALE

FOR OHIO BELL TELEPHONE COMPANY USE ONLY
Date _____ Order No. 15430
Engineering District _____
Recording R/W Agent Burgess & Niple, Limited R/W

THIS SPACE FOR COUNTY RECORDER's OFFICE USE

COUNTY RECORDER's RECORD
Received for record _____, 19__
At _____ PM / AM _____ O'clock
Recorded _____, 19__
Deed Book _____ Page _____
County _____ Recorder

652

EXHIBIT "A"

To Easement Dated January 7 19 92

FROM

A. K. Wilson

and

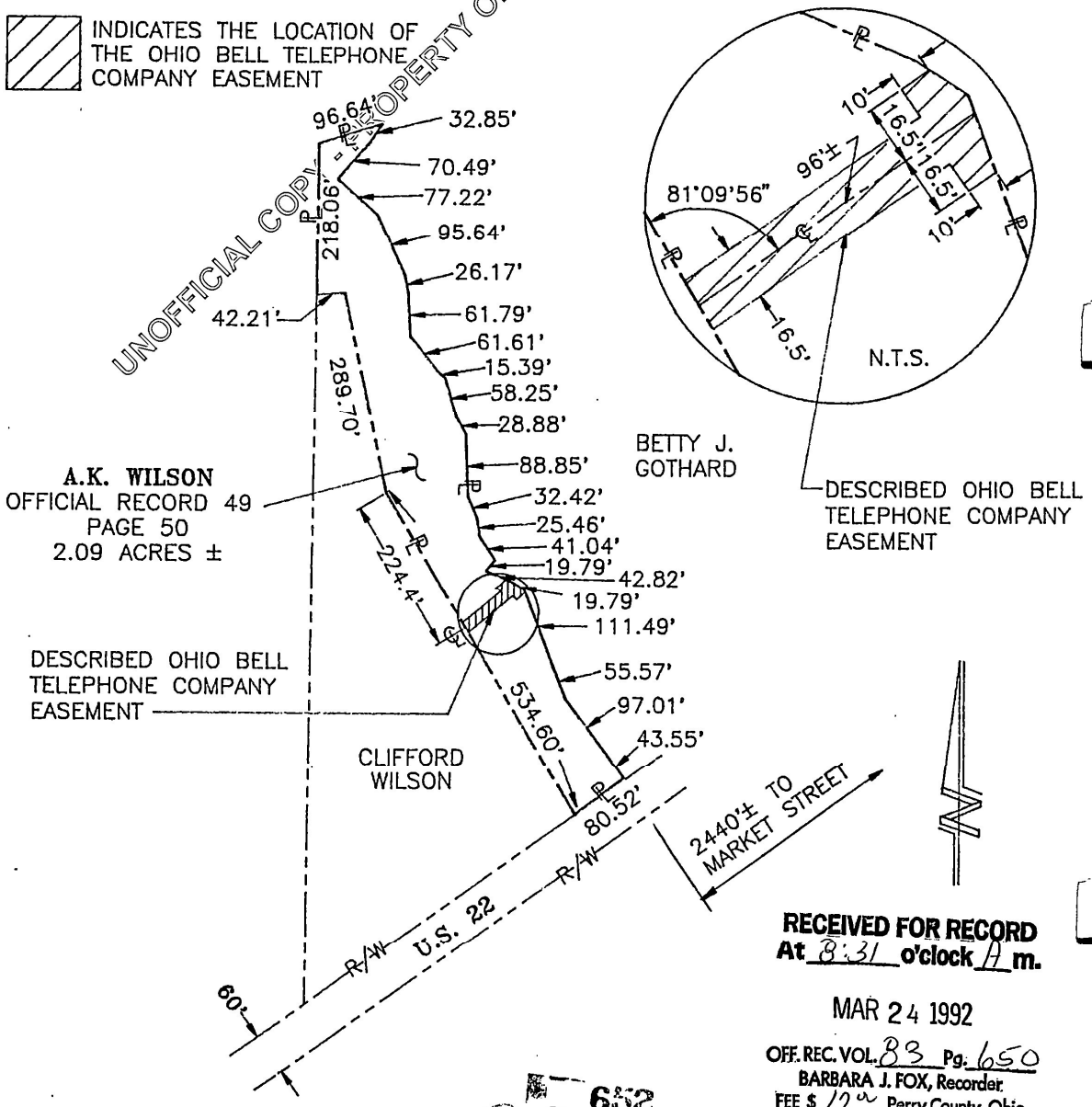
Verna Wilson by A. K. Wilson, Attorney-in-fact

TO

THE OHIO BELL TELEPHONE COMPANY

Being the property of A. K. Wilson situated in the Township of Reading, County of Perry, State of Ohio and a part of the Southeast Quarter of Section 9, in the Village of Somerset, Township 16, Range 16 and being a 2.09 acre, more or less, tract of land.

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE



RECEIVED FOR RECORD
At 8:31 o'clock A m.

MAR 24 1992

OFF. REC. VOL. 83 Pg. 650
BARBARA J. FOX, Recorder
FEE $ 12.00 Perry County, Ohio

652

Scale 1" = 200'

DRAWING PREPARED BY: BURGESS & NIPLE, LIMITED ENGINEERS AND ARCHITECTS, COLUMBUS, OHIO

This Exhibit Is Drawn For The Limited Use Of The Ohio Bell Telephone Company To Identify The Easement Location And Is Not Intended To Represent An Accurate Survey Of The Property.

Form 3780 (1-88) Easement

04995

THE OHIO BELL TELEPHONE COMPANY
Easement

In consideration of One and no/100 Dollars ($ 1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, I hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which I own or in which I have an interest situated in the Village of Somerset County of Perry, State of Ohio, Known as being a part of the Southeast Quarter of Section 9, in the Village of Somerset, Township 16, Range 16 containing 2.09 acres, more or less, conveyed by deed recorded May 16, 1989 to A. K. Wilson

and being the same premises of record in ~~Deed Book~~ OR 49 Page 507, of Perry County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit A" and made a part hereof.

The Grantor shall not be held responsible for damage to the aforementioned communication system during legal activities pursued by A. K. Wilson

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit 'A' the following:

Cable Markers

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company at its expense. shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

Transfer Not Necessary
Joann N. Hankinson
Perry County Auditor
..... 19 89

MAIL RETURN TO: MICHAEL TIGHE
BURGESS & NIPLE LIMITED
5085 REED ROAD
COLUMBUS, OH 43220

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY OHIO NOT FOR RESALE

IN WITNESS WHEREOF, I have hereunto set my hands(s) this 2nd day of November, 19 92.

Signed and Acknowledged
in the Presence of:

x Michael E. Tighe
WITNESS Michael E. Tighe

x A K Wilson
GRANTOR A. K. Wilson
(widower)

x Nancy L. Troup
WITNESS Nancy L. Troup

x
GRANTOR

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)

STATE OF)
) SS
COUNTY OF)

Personally came before me this ____ day of _____, 19, _____ and _____ to me known to be the _____ and _____ respectively, of the above named corporation/partnership, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized so to do, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

_____
Notary Public in and for

_____ County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint tenants/tenants in common.)

STATE OF OHIO)
) SS
COUNTY OF PERRY)

Before me, a Notary Public in and for said County, personally appeared A. K. Wilson and _____ who acknowledged that he did sign the foregoing instruments and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this 2nd day of November, 19 92.

Nancy L. Troup
Notary Public in and for

NOTARIAL SEAL STATE OF OHIO

NANCY L. TROUP
Notary Public, State of Ohio
My Commission Expires May 22, 1997

Franklin County, Ohio

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

THIS INSTRUMENT PREPARED BY
THE OHIO BELL TELEPHONE CO.
mo

FOR OHIO BELL TELEPHONE COMPANY USE ONLY
Order No. 162311
Date
Engineering District
Recording R/W Agent Burgess & Niple, Limited R/W

THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

COUNTY RECORDER'S RECORD
Received for record _____, 19___
At _____ PM / AM
O'clock
Recorded _____, 19___
Deed Book _____ Page _____
County _____ Recorder

12673

EXHIBIT "A"

To Easement Dated November 2, 19 92

FROM

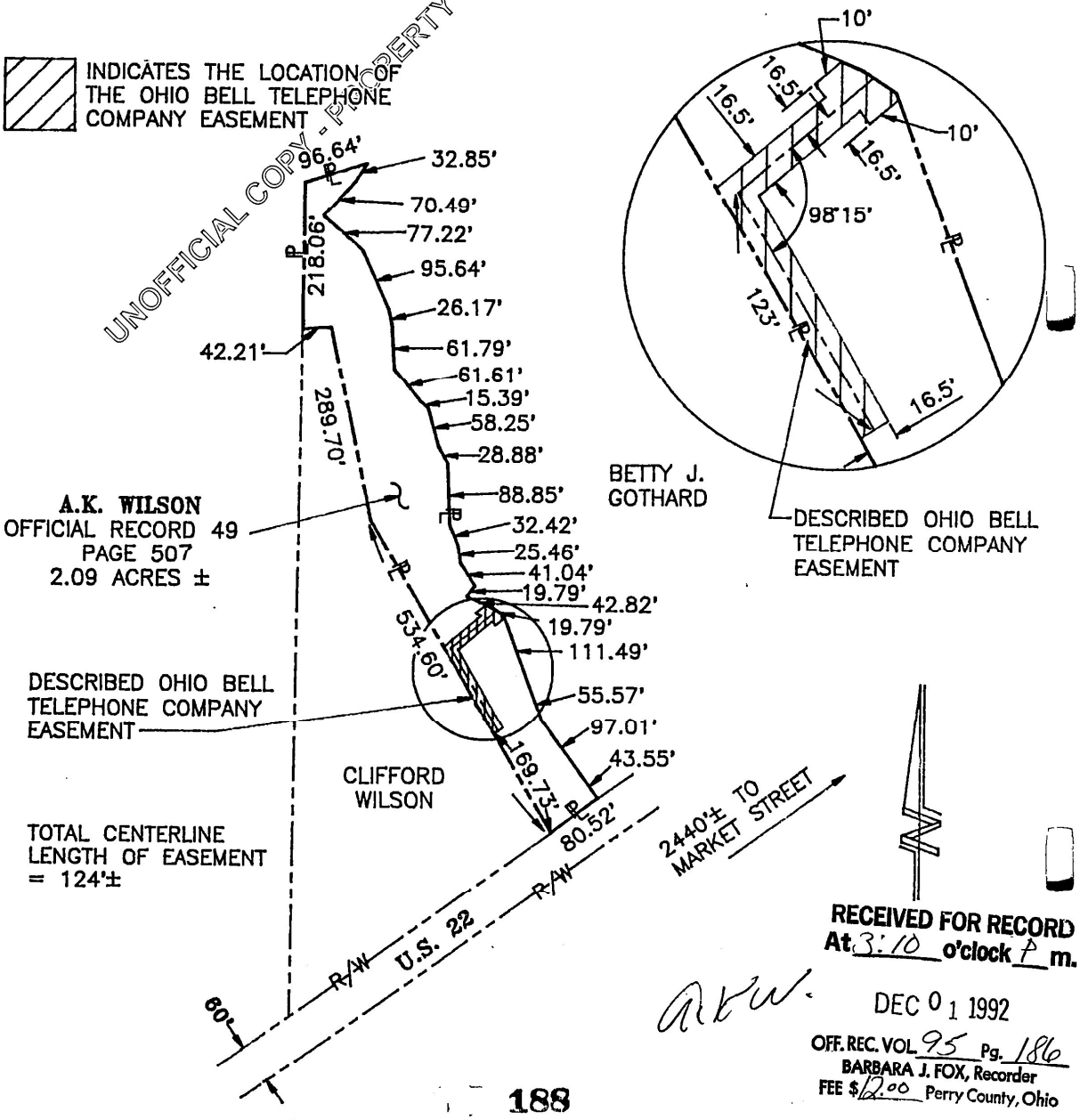
A. K. Wilson

TO

THE OHIO BELL TELEPHONE COMPANY

Being the property of A. K. Wilson situated in the Township of Reading, County of Perry, State of Ohio, and a part of the Southeast Quarter of Section 9, in the Village of Somerset, Township 16, Range 16, and being a 2.09 acre, more or less, tract of land.

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE



RECEIVED FOR RECORD
At 3:10 o'clock P m.
DEC 01 1992
OFF. REC. VOL. 95 Pg. 186
BARBARA J. FOX, Recorder
FEE $12.00 Perry County, Ohio

Scale 1" = 200'

DRAWING PREPARED BY: BURGESS & NIPLE, LIMITED ENGINEERS AND ARCHITECTS, COLUMBUS, OHIO

This Exhibit Is Drawn For The Limited Use Of The Ohio Bell Telephone Company To Identify The Easement Location And Is Not Intended To Represent An Accurate Survey Of The Property

2946

Form 3780 (1-88) Easement

THE OHIO BELL TELEPHONE COMPANY
Easement

UNOFFICIAL DOCUMENT - PROPERTY OF PERRY COUNTY OHIO - NOT FOR RESALE

In consideration of One and no/100 Dollars ($ 1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, I hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which I own or in which I have an interest situated in the Village of Somerset County of Perry, State of Ohio, Known as being the property of A. M. Wilson, situated in Section 9, Township 16, Range 16,

and being the same premises of record in Deed Book 37 / 49 Page 240-243 / 507, of Perry County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit A "and made a part hereof.

16½ foot wide Buried Cable Easement

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit 'A' the following:

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company at its expense. shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

Transfer Not Necessary
10-9 19 90
Joann N. Hankinson
Perry County Auditor T.S.

IN WITNESS WHEREOF, we have hereunto set our hands(s) this 9th day of October, 1990.

Signed and Acknowledged
in the Presence of:

x _____
WITNESS

x A. K. Wilson
GRANTOR A. K. Wilson, Widower, Unremarried

x Sue R. Henson
WITNESS

x _____
GRANTOR

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)

STATE OF)
) SS
COUNTY OF)

Personally came before me this ___ day of _____, 19, _____ and _____ to me known to be the _____ and _____ respectively, of the above named corporation/partnership, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized so to do, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

_____
Notary Public in and for

_____ County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint tenants/tenants in common.)

STATE OF OHIO)
) SS
COUNTY OF)

Before me, a Notary Public in and for said County, personally appeared A. K. Wilson and _____ who acknowledged that I did sign the foregoing instruments and that the same is my free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this 9th day of October, 1990.

Sue R. Henson
Notary Public in and for

SUE R. HENSON
NOTARY PUBLIC STATE
MY COMMISSION EXPIRES 8-1-94 _____ County, Ohio

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

FOR OHIO BELL TELEPHONE COMPANY USE ONLY
Date _____ Order No. 73313
Engineering District _____
Recording R/W Agent The Fishel Company FT 89133-325

THIS SPACE FOR COUNTY RECORDER's OFFICE USE

Mail to:
Sue Henson
The Fishel Company
1810 Arlingate Lane
Columbus, OH 43228

614-274-8100

COUNTY RECORDER's RECORD
Received for record _____, 19__
At _____ PM / AM O'clock
Recorded _____, 19__
Deed Book _____ Page _____
County _____ Recorder

412

EXHIBIT "A"

To Easement Dated October 9, 1990

FROM

A. K. Wilson

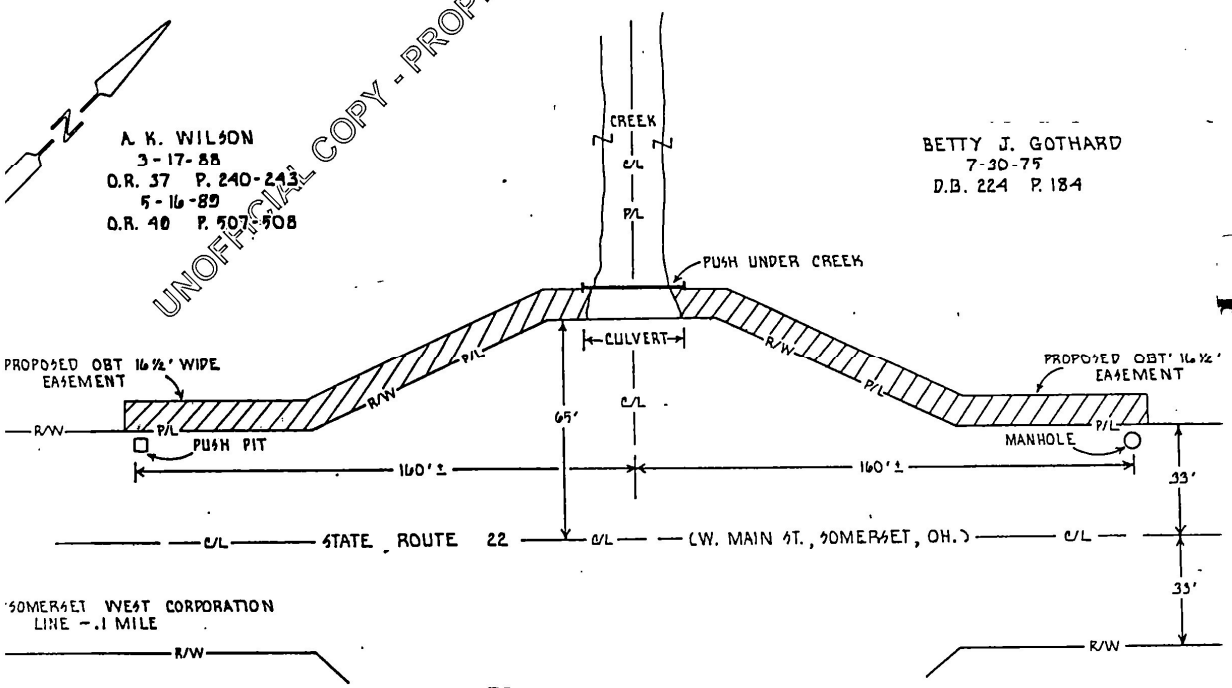
401 North Drive, Somerset, OH 43783

TO

THE OHIO BELL TELEPHONE COMPANY

Being the property of A. K. Wilson, situated in Section 19, Township 16, Range 16, Perry County, Ohio.

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE



RECEIVED FOR RECORD
At 12:22 o'clock P m.
OCT 09 1990
OFF. REC. VOL. 64 Pg. 410
BARBARA J. FOX, Recorder
FEE $12.00 Perry County, Ohio

SCALE NONE

OBT ROUTINE NO. 73313
THE FISHEL CO.
1810 ARLINGATE LANE
COLUMBUS, OH 43228
FT 89133-325

412

Scale None

This document prepared by The Fishel Company

This Exhibit Is Drawn For The Limited Use Of The Ohio Bell Telephone Company To Identify The Easement Location And Is Not Intended To Represent An Accurate Survey Of The Property.

Transfer Not Necessary
10-31 20 12
Teresa L. Stevenson
Perry Co. Auditor

Instrument Book Page
201200004814 OR 390 1819

201200004814
Filed for Record in
PERRY COUNTY, OHIO
SHERRY HOOVER, RECORDER
10-31-2012 At 01:17 pm.
RW 56.00
OR Book 390 Page 1819 - 1823

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

Line Name: Thornville-New Lexington 69Kv Line
Line No. TLN 160:04050
Easement No. 31__

SUPPLEMENTAL RIGHT OF WAY AND EASEMENT

THIS SUPPLEMENTAL RIGHT OF WAY AND EASEMENT, made by and between, David L. Marsh and Victoria L. Marsh, husband and wife, whose address is 400 W. State Route 22, Somerset, OH 43783, herein called "Grantor", whether one or more persons, and **Ohio Power Company,** a(n) Ohio corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, herein called "Grantee".

WHEREAS, Grantee is the owner of a right of way and easement under the terms of the following agreement recorded in the Perry County Recorder's Office by and between Albert Clouse and Gertrude Clouse, husband and wife, and The Ohio Power Company, a predecessor in title to Grantee, dated March 18, 1915 and recorded in Volume 85, Page 217, (hereafter the "Original Easement"); and,

WHEREAS, the Grantors herein are the successors in interest to all or part of the lands affected by the Easement.

NOW, THEREFORE, in consideration of the sum of One and NO/100 Dollars ($1.00), and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor and the Grantee hereby agree to supplement and amend the Original Easement (insofar as it encumbers property of the Grantor) situated in the State of Ohio, Perry County, Township of Reading, and being a part of Section 9, Township 16, Range 16, being the same premises as described in Official Record 245, Page 313 (Parcel #290009770500, 320000230000) as follows:

1. Grantor and Grantee agree to revise, amend and clarify the location, width and boundaries of the Easement Area for the allowance of rebuilding transmission and distribution lines, and communication lines. The new Easement Area shall be as described and depicted on "Exhibit A", which is attached hereto and made a part hereof.

UNOFFICIAL DOCUMENT PROPERTY OF LAKE COUNTY, OHIO FOR RESALE

2. Grantee has the right to construct, reconstruct, operate, maintain, alter, inspect, patrol, protect, repair, replace, renew, upgrade, relocate along the centerline of the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including cross arms, guys, anchors, anchoring systems, grounding systems, counterpoises, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

3. Grantor further grants to Grantee the right in Grantee's discretion to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at the Grantee's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, or other obstructions. Grantee shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the opinion of the Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement Area.

4. Grantor shall not place, construct, install, erect or permit any temporary or permanent building, structure, advertising device, sign, dumpster, light pole, swimming pool, deep well, storage tank, structure or obstruction, or use or store any hazardous/flammable material within the Easement Area. No shed, road, driveway, mounding, fill, excavation, water impoundment or tree plantings shall be permitted within the Easement Area without the written permission of the Grantee. Any such item placed in the easement area may be removed by Grantee.

5. The failure of Grantee to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

6. Grantor further grants to Grantee the right of unobstructed access, at any and all times, over, across and along the Easement, and the right of ingress and egress to and from the Easement Area from a public road in, on, over and across existing or future access roads and lanes and other reasonable routes outside the Easement Area across Grantor's adjoining land. In the event there is no existing access road or lane to the Easement Area, the Grantor will provide a mutually agreed upon reasonable ingress and egress route over the Grantor's lands, and any of the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted herein.

7. Grantee agrees to repair or pay the Grantor for damage to growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the Grantee in the exercise of the rights herein granted. Grantee further agrees to pay the prevailing market price for

standing timber for any marketable trees cut down outside the Easement Area during construction or maintenance of Grantee's electric transmission, distribution and communication lines.

8. The failure of Grantee to exercise any of the rights granted herein, or the removal of any facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted.

9. Except as supplemented and amended herein, the original Easement shall remain in full force and effect.

10. The original Easement, as supplemented and amended by this instrument, contains the agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

UNOFFICIAL COPY - PROPERTY OF FRANKLIN COUNTY, OHIO - NOT FOR SALE

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

IN WITNESS WHEREOF, Grantor has caused their respective names to be signed hereto all as of the day and year first hereinbefore written.

GRANTOR:

David L. Marsh

Victoria L. Marsh

STATE OF Ohio }

SS:

COUNTY OF Perry }

This Instrument was acknowledged before me on this 13 day of March, 2012 by David L. Marsh and Victoria L. Marsh, husband and wife.

Notary Public

My Commission Expires: Aug. 15, 2016

RONALD L. SCOTT
Notary Public, State of Ohio
My Commission Expires
08-15-2016

THIS INSTRUMENT PREPARED BY OHIO POWER COMPANY

Instrument 201200004814 OR Book Page 390 1823

201200004814
PROPERTY ROW LLC
PICK UP

EXHIBIT "A"

STATE OF OHIO
COUNTY OF PERRY
TOWNSHIP OF READING &
VILLAGE OF SOMERSET
SECTION 9 TWP.
16, RANGE 16

0 70 140
SCALE IN FEET

SCALE 1 INCH = 70 FEET

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY, OHIO - NOT FOR RESALE

DOUGLAS C. FEHRMAN
& KAREN S. FEHRMAN
O.R. 357 PAGE 690
23.305± ACRES
PARCEL 290009770200

PROP.
OHIO POWER CO.
EASEMENT

L8
PL
L1
PL

OHIO POWER COMPANY EASEMENT
AREA CONTAINING 0.554± TOTAL
ACRES FOR OVERHEAD ELECTRIC
TRANSMISSION LINE

L2
50'
L7

DAVID L. MARSH SR.
& VICTORIA L. MARSH
O.R. 245 PAGE 313
37.91± ACRES
PARCEL 290009770500,
PARCEL 320000250000

12
01

DONALD W. CURRY
O.R. 209 PAGE 174
16.82± ACRES

PL
PL
OWNER ?
L3
L4
PL
L5
PL
L6

READING TWP.
VILLAGE OF SOMERSET

PROP.
OHIO POWER CO.
EASEMENT

FOREST F. ROBERTSON
& MELODYE J. ROBERTSON
O.R. 88 PAGE 31
10.205± ACRES
PARCEL 320002390000

LINE	BEARING	DISTANCE
L1	N80°14'01"W	89.44'
L2	S37°03'09"E	385.20'
L3	S04°16'05"W	73.09'
L4	N76°31'36"E	52.65'
L5	S37°03'09"E	27.92'
L6	S45°23'56"W	50.44'
L7	N37°03'09"W	548.98'
L8	S80°14'01"E	73.07'

LINE NAME – THORNVILLE – NEW LEXINGTON 69KV LINE
LINE NUMBER –
R/W FILE NUMBER –
R/W MAP NUMBER –
EASEMENT NUMBER –

THIS DOCUMENT WAS PREPARED BY THE FISHEL COMPANY FOR THE LIMITED USE OF OHIO POWER COMPANY TO IDENTIFY THE EASEMENT LOCATION AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.

THE FISHEL COMPANY
1366 DUBLIN ROAD
COLUMBUS, OHIO 43215
(614) 850-4406

OHIO POWER COMPANY

PROPOSED EASEMENT ACROSS THE LANDS OF
DAVID L. MARSH SR. & VICTORIA L. MARSH
CONTAINING 0.554± ACRES

Drawn By: CW	Checked By: TB
Scale: 1" = 70'	Date: 6/29/2011
File Name: MARSH.DWG	
Revision: –	

F:\shared\Design\05110030 - AEP Master\Thornville 69 KV\41652384-03\exhibits\marsh.dwg

3

Transfer Not Necessary
11-15 20 12
Teresa L. Stevenson
Perry Co. Auditor

Instrument Book Page
201200005060 OR 391 456

201200005060
Filed for Record in
PERRY COUNTY, OHIO
JACKIE HOOVER, RECORDER
11-15-2012 At 08:49 am.
EASEMENT 36.00
OR Book 391 Page 456 - 458

CERTIFIED COPY OF RECORD IN PERRY COUNTY, OHIO - NOT FOR SALE

Eas. OH129162

Easement & Right of Way

David L. Marsh, Sr. and Victoria L. Marsh, husband and wife, collectively as "Grantor(s)", in consideration of $1.00, the easement terms, and other good and valuable consideration from **Ohio Power Company**, an Ohio corporation and a unit of American Electric Power, 850 Tech Center Drive, Gahanna, OH 43230-6605, as "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement ("Easement") for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in Reading Township, Perry County, Ohio, and being part of Section No. 9, Township No.16N, Range No.16W, and being part of a 37.91 acre tract of land as described in Official Records Volume 245, Page 313 of the Perry County Recorder's Office (Parcel #29-0009770.500 and 32-0000230.000)

CERTIFIED COPY OF RECORD IN PERRY COUNTY, OHIO - NOT FOR SALE

The Easement shall be Twenty feet (20') wide, lying Ten feet (10') on each side of the facilities as constructed. The approximate location of said Easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including without limitation, the rights to construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities; and relocate within the Easement, all necessary and convenient facilities, which include but are not limited to poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs, branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions, that in Grantee's reasonable judgment, endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding, without Grantee's written consent, and/or allow any construction that would be inconsistent with the National Electrical Safety Code or Grantee's design standards; and for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement.

This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement, and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement on the 20 day of September 2012

By: David L Marsh Sr
David L. Marsh, Sr.

By: Victoria L. Marsh
Victoria L. Marsh

STATE OF OHIO, }
COUNTY OF Perry }

The foregoing instrument was acknowledged before me this 20 day of September, 2012 by **David L. Marsh, Sr. and Victoria L. Marsh**, husband and wife.

CARIE GARZA
Notary Public, State of Ohio
My Comm. Expires Nov. 18, 2015

Notary Public
Print Name Carie Garza
My Commission Expires November 18, 2015

Easement prepared by: Ohio Power Company RM (WR#45682483)

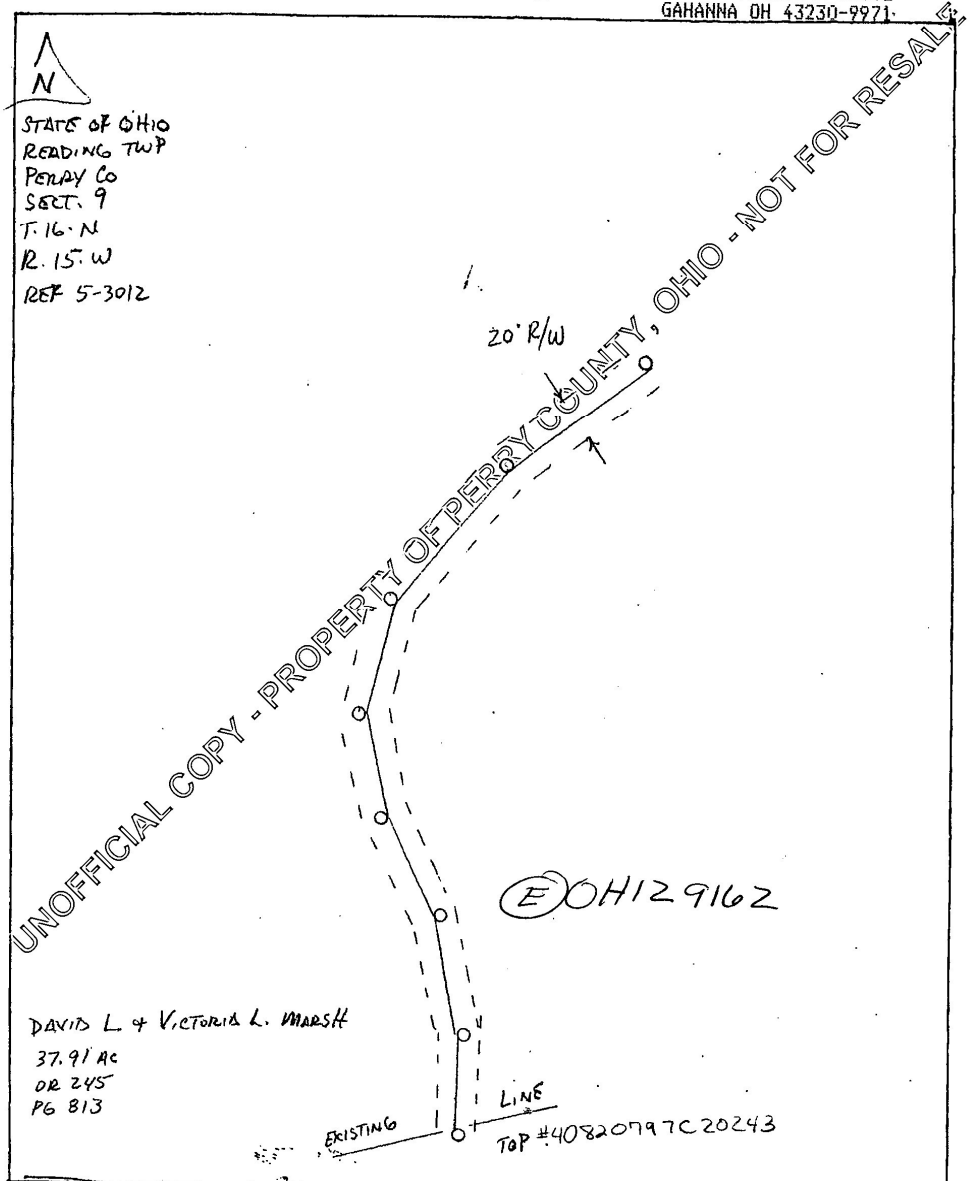
Address: 3250 S.R. 22, Somerset, OH W002297501

CALL BEFORE YOU DIG!!!

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY CLERK - NOT FOR SALE

201200005060
AEP
850 TECH CENTER DRIVE
GAHANNA OH 43230-9971

Exhibit A



AMERICAN ELECTRIC POWER	JOB NAME	DAVE MARSH		
NEWARK DISTRICT	LOCATION	3250 S.R. 22 SOMERSET		
CROOKSVILLE AREA	COUNTY	PERRY	MAP-	40820797C20243
WR# 45682483	DATE	8-13-12	STA/CKT	SOMERSET 4325-01
WO# DOPO180706	DRAWN BY	KEITH A. GREEN	SCALE	1" = 300'

DocId:8028978
Tx:4024722

Transfer Not Necessary
1-26-, 2024
Derek Householder KR
Perry Co. Auditor

202400000310
Filed for Record in
PERRY COUNTY, OHIO
JACKIE HOOVER, RECORDER
01/26/2024 02:53 PM
EASEMENT 42.00
BOOK: 507 PAGE: 2254
PAGES: 3

Eas. OH233559

UNOFFICIAL DOCUMENT OF PERRY COUNTY, OHIO - NOT FOR RESALE

Easement & Right of Way

DAVID L. MARSH SR. AND VICTORIA L. MARSH husband and wife, for their joint lives, remainder to the survivor of them, "Grantor(s)", in consideration of $1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in READING Township, PERRY County, Ohio, and being part of Section No(s) 9 Township No(s) 16, Range No(s) 16W. Being part of a 31.33 acre tract of land as described in Official Records Volume 245 Page 313-315 of the Perry County Recorder's Office (Parcel # 290009770500).

The easement shall be 40 feet wide, lying 20 feet on each side of the facilities as constructed for primary and 20 feet wide, lying 10 feet on each side of the facilities as constructed for secondary. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times.

If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement ~~on~~ the 13th day of December, 2023.

By: David L Marsh SR

Print Name: **DAVID L. MARSH SR.**

By: Victoria L. Marsh

Print Name: **VICTORIA L. MARSH**

STATE OF OHIO, }

COUNTY OF Perry }

The foregoing instrument was acknowledged before me this 13th day of DAVID L. MARSH SR. & December, 2023, by VICTORIA L. MARSH (Name(s).

Brian Matthew Cox
Notary Public, State of Ohio
My Commission Expires 8-9-2026

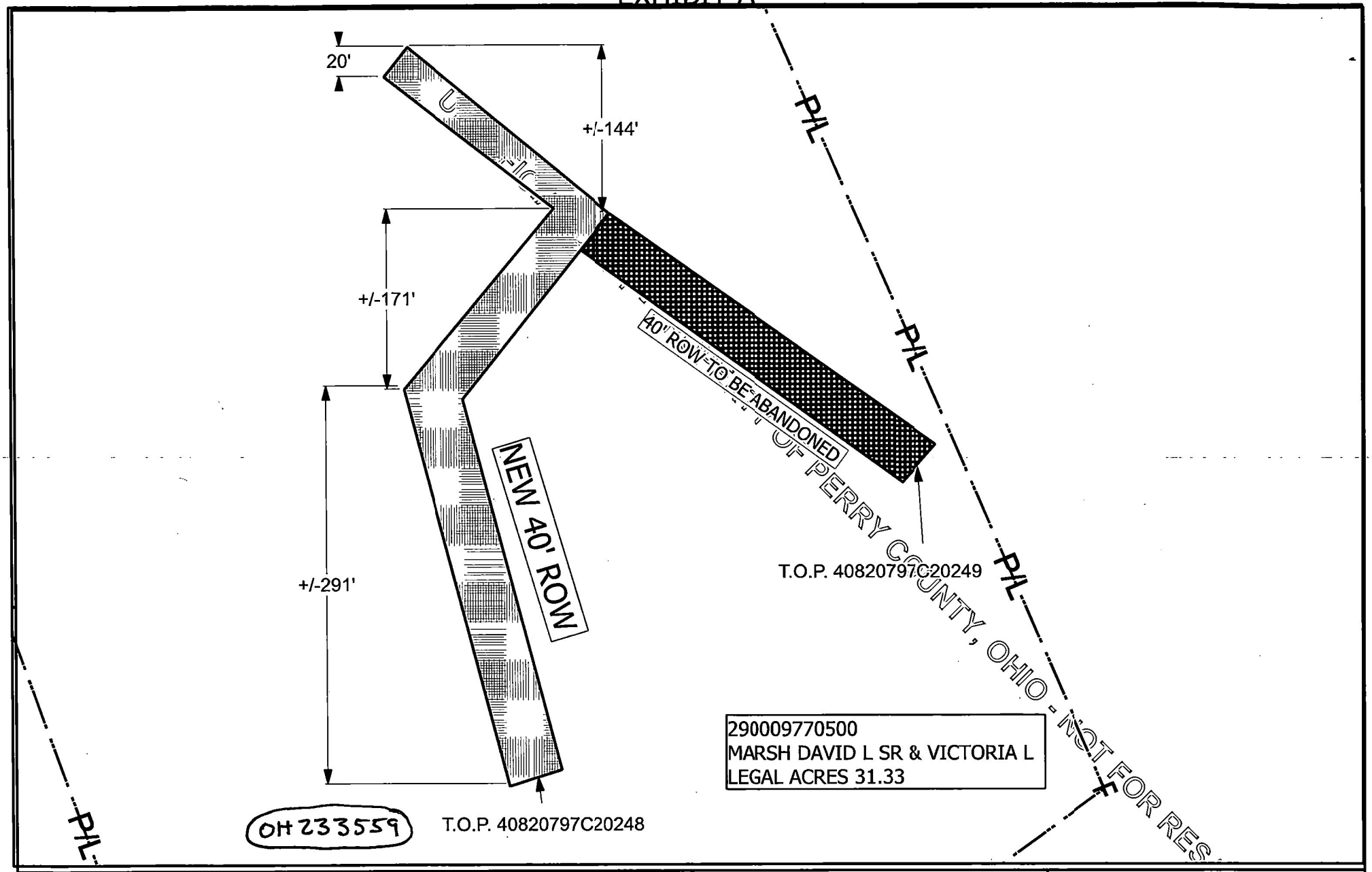
Brian Matthew Cox
Notary Public
My Commission Expires 8/9/2026

Easement prepared by Ohio Power Company BMC OH 233559

CALL BEFORE YOU DIG !!! Address 3250 US 22 Dwg. No. 83258589 W0 W003496401

UNOFFICIAL COPY - PROPERTY OF PERRY COUNTY
PUBLIC SITE FOR RE-SALE

"EXHIBIT A"



AEP OHIO OHIO POWER COMPANY	DRAWN BY: TRISTEN HEAD		WR#: 83258589E
	CITY/TWP: SOMERSET		SCALE: NTS
	STATE: Ohio	COUNTY: PERRY	DATE: 12/5/2023

Instrument 9800006355

LAND INSTALLMENT CONTRACT

Clifford Dale Wilson and **Mary Wilson**, husband and wife, whose mailing address is 1899 State Route 204 NW, Glenford, Ohio 43739, hereinafter referred to as **Sellers**, agree to sell to **David L. Marsh Sr.** and **Victoria L. Marsh**, husband and wife, for their joint lives, remainder to the survivor of them, whose tax mailing address is 3975 Gun Barrel Road, Rushville, OH 43150 hereinafter referred to as **Buyers**, who agree to purchase, upon the following terms and conditions, the following described real estate, hereinafter referred to as the **Premises:**

UNOFFICIAL DOCUMENT PERRY COUNTY, OHIO NOT FOR RESALE

Being a part of Section 9, Township 16 North, Range 16 West, Reading Township, Perry County, Ohio and being part of the lands of Clifford Dale Wilson, OR 127, page 201, and OR 121, page 505, and being more particularly described as follows:

Beginning, for reference, at a railroad spike found at the Northwest corner of Section 9; thence South 00 degrees 54'59" West 1278.05 feet along the west line of Section 9 to a iron pin found, passing iron pin found at 30.00 feet; thence South 89 degrees 30'40" East 1204.61 feet to a post; thence South 00 degrees 15'03" West 179.57 feet to a iron pin found; thence South 00 degrees 15'03" West 133.50 feet to a post; thence South 09 degrees 04'57" East 752.57 feet to a iron pin found and the principal place of beginning of the tract herein to be described; thence South 58 degrees 39'16" East 586.59 feet to a iron pin found; thence South 83 degrees 40'18" East 668.28 feet to a iron pin found; thence North 16 degrees 18'35" West 151.893 feet to a post; thence North 8 degrees 55'20" West 212.639 feet to a post; thence North 22 degrees 26'09" West 536.159 feet to a iron pin found; thence North 07 degrees 59'52" East 699.36 feet to a iron pin set; thence South 89 degrees 14'23" East 379.45 feet to a iron pin set on the Corporation line of the Town of Somerset; thence, with said corporation line, South 00-36-42 West 334.45 feet to a post; thence, with said corporation line, North 77 degrees 54'48" East 79.31 feet to a post; thence, with said corporation line, South 26 degrees 58'13" East 700.24 feet to a post; thence, with said corporation line, South 52 degrees 43'34" West 186.98 feet to a iron pin found; thence, with said corporation line, South 35 degrees 49'40" West 465.30 feet to a iron pin found; thence, with said corporation line, South 00 degrees 49'48" West 462.76 feet to a iron pin found; thence, leaving said corporation line, North 73 degrees 05'19" East 96.65 feet to a iron pin found on the West Creek Bank; thence the following 22 courses along the West Creek bank;

South 33 degrees 16'17" West 32.76 feet
South 41 degrees 57'39" West 70.49 feet
South 48 degrees 52'43" East 77.22 feet
South 24 degrees 35'52" East 95.64 feet
South 11 degrees 10'59" East 26.17 feet
South 03 degrees 08'01" East 61.79 feet
South 38 degrees 43'29" East 61.61 feet
South 48 degrees 34'27" East 15.39 feet
South 15 degrees 47'00" East 58.25 feet
South 29 degrees 40'54" East 28.88 feet
South 02 degrees 18'47" East 88.85 feet
South 23 degrees 17'34" East 32.42 feet
South 08 degrees 11'26" West 25.46 feet
South 33 degrees 12'45" East 41.04 feet
South 40 degrees 40'25" West 19.97 feet
South 67 degrees 25'40" East 42.82 feet
South 57 degrees 18'23" East 19.79 feet
South 20 degrees 26'16" East 111.49 feet
South 21 degrees 04'57" East 55.57 feet
South 36 degrees 46'08" East 97.01 feet

JOANN N. HANKINSON
Perry County Auditor
Date: October 6, 1998
By: TS

Le OR vol 245 pg 513 filed

South 35 degrees 43'35" East 33.55 feet
South 35 degrees 43'35" East 10.00 feet

Thence, along the North side of State Route 22, South 50 degrees 43'55" West 80.52 feet to a point; thence, along the North side of State Route 22, South 50 degrees 43'57" West 505.00 feet to a point on the vorporation line of the town of Somerset; thence, with said corporation line, North 00 degrees 49'40" East 10.00 to a iron pin found; thence, with said corporation line, North, 00 degrees 49'40" East 1048.74 feet to iron pin set; thence, leaving said corporation line, North 71 degrees 39'56" West 267.95 feet to a iron pin found; thence North 73 degrees 18'27" West 330.00 feet to a iron pin found; thence North 69 degrees 51'27" West 231.00 feet to a iron pin found; thence North 66 degrees 49'27" West 495.00 feet to a iron pin found; thence North 09 degrees 04'57" West 505.80 feet to the place of beginning. The tract as surveyed contains 37.91 acres, more or less, including 6.58 acres that are contained within the Corporation of the Town of Somerset, and subject to all highways and easements of records.

Description Meets Minimum Survey Standards, Approval for transfer is up to the Auditors Office 9-17-98 Perry County Engineers Ofc.

Bearings in the above description are based on the North line of Section 9 bearing North 90 degrees 00'00" East.

Iron pins set are 5/8 inch rebar, 30 inches long with plastic identification caps set flush with the ground.

T. Chris Wilson, Ohio Registered Surveyor No. 6465.

UNOFFICIAL COPY PROPERTY OF PERRY COUNTY OHIO NOT FOR SALE

1. Purchase Price and Payment. Buyers shall pay Sellers for the premises the purchase price of one hundred twelve thousand dollars ($112,000). The purchase price shall be payable as follows:

A. Upon Buyers' execution of this contract, Buyers shall pay the sum of twenty thousand dollars ($20,000) as down payment on the purchase price.

B. The remaining principal balance of the purchase price, ninety-two thousand dollars ($92,000), together with accrued interest on the declining unpaid balance at the rate of seven percent (7%) per annum, shall be paid in monthly installments of six hundred twelve dollars and three cents ($612.03) each for a period of two (2) years, at which time the entire unpaid principal balance shall be due in full. The principal balance may be paid in full at any time during the two year period without penalty. The monthly installments shall be made on the 15th day of each month, commencing on the 15th day of October, 1998, and continuing on the 15th day of each month until September 15, 2000, at which time the entire principal balance shall be paid in full, unless sooner paid.

C. The unpaid principal balance on which interest shall accrue shall be adjusted monthly. If Buyers fail to make any installment due under this contract within ten (10) days of its due date, a late charge of five percent (5%) of such payment shall be charged Buyers.

D. Monthly installments due hereunder shall be paid to Seller at the address set forth above, or at such other address as Seller may from time to time designate.

2. Possession. Buyers shall have exclusive possession of the Premises commencing on September 18, 1998, and continuing thereafter so long as Buyers are not in default under this contract.

3. **Real Estate Taxes and Assessments.** Buyers shall pay all real estate taxes and assessments accruing after the date of this contract.

4. **Utilities.** Buyers shall pay for all charges incurred for all utility services used or consumed at the Premises from and after the date possession is given to Buyers.

5. **Indemnity and Insurance; Escrow Accounts.** From and after the date of this Contract, Buyers shall indemnify Sellers for, defend Sellers against, and hold Sellers harmless from any liability, loss, cost, injury, damage, or other expense that may occur or may be claimed by or with respect to any person or property on or about the Premises resulting from the use, misuse, possession, occupancy, or non-occupancy of the Premises by Buyers or Buyers' agents, employees, licensees, invitees, or guests. Buyers have examined the Premises and are relying solely upon such examination with respect to the condition, character and size of the land, improvements and fixtures, if any, constituting the Premises.

At Buyers' own cost and expense, Buyers shall obtain and maintain in full force and effect at all times during the continuance of this contract: (a) comprehensive liability insurance for bodily injury or death to any person or person, and property damage insurance, in such amounts as Sellers reasonably deem necessary; and (b) fire and extended coverage insurance in an amount sufficient to prevent Sellers from becoming co-insureds under said policy of insurance, but in no event less than the unpaid balance due under this contract.

Sellers and Buyers shall both be named as insured parties in the insurance policies required above, as their interests appear, and, at Sellers' request, Buyers shall obtain a standard mortgagee's endorsement for the protection of Sellers' mortgagee, if any. Each policy shall provide for written notice to Sellers at least thirty (30) days prior to any cancellation, modification, or lapse thereof. Buyers shall furnish Sellers with memorandum copies of such insurance policies upon Sellers' execution of this contract.

Sellers, at Sellers' option, may obtain and maintain the fire and extended insurance policy noted in this paragraph five (5) (a copy of which shall be delivered to Buyers) and may pay directly the real estate taxes and assessments noted in paragraph three (3) above, in which event Buyers shall pay to Sellers, within fifteen (15) days after Sellers notify Buyers in writing of the amount of the same, the amount of such real estate taxes and insurance premiums.

6. **Inspection of Premises; Prohibition Against Encumbering.** Sellers shall have the right, upon at least 24 hours notice to Buyers, to enter upon and inspect the Premises at all reasonable times during the continuance of this contract. Buyers shall not create, permit or suffer any liens or encumbrances against the

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Premises except the lien of current taxes and installments and assessments not yet due and payable.

7. Seller's Mortgage; Encumbrances. Sellers shall pay any mortgage now encumbering or hereafter placed on the Premises by Sellers in accordance with the terms thereof. If Sellers are in default under any such mortgage, then Buyers may cure such default, and all sums so paid by Buyers shall be credited by Sellers as payments under this contract.

The premises are presently subject to the following encumbrances: zoning ordinances, legal highways, covenants, restrictions, conditions and easements of record, the lien of real estate taxes and assessments not yet due and payable.

8. Completion of Contract and Transfer of Premises. When the Purchase Price and all other amounts to be paid by Buyers pursuant to this contract are fully paid, Sellers shall convey the premises to Buyers by transferable and recordable general warranty deed with release of dower, warranting good and marketable fee simple title to the premises, free and clear of all liens and encumbrances whatsoever, except for the following: those which have been created or assumed by Buyers, zoning ordinances, legal highways, covenants, restrictions, conditions and easements of record which do not unreasonable interfere with the present lawful use of the premises, and the lien of real estate taxes and assessments not then due and payable.

9. Title Evidence. Buyers acknowledge that Sellers have, at Sellers' expense, provided either an abstract of title or an owner's (land contract vendee's) title insurance commitment (with policy premium prepaid) in the amount of the purchase price, showing in Sellers marketable title in fee simple, free and clear of all liens and encumbrances except those crated by or assumed by Buyers and those referred to in paragraph seven (7) above. If an abstract was provided, Buyers shall deliver the abstract back to Sellers upon execution hereof to be kept by Sellers until returned to Buyers prior to delivery of the deed. The title evidence provided by Sellers under this paragraph nine (9) satisfies all of Sellers' obligations to Buyers with respect to title evidence.

10. Assignment. Buyers shall not assign, encumber or transfer Buyers' interest under this contract without the prior written consent of the Sellers.

11. Buyers' Default. The entire unpaid balance of the purchase price, together with all unpaid and accrued interest and all other charges payable under this contract, shall at Sellers' option become immediately due and payable: (1) if Buyers fail to make any payment within thirty (30) days after it becomes due; (2) if Buyers fail to observe or perform any other provision, covenant or condition required of Buyers within thirty (30) days after Sellers give notice to Buyer of Buyers' failure to observe or perform said provision, covenant or condition; (3) if Buyers abandon the premises during the continuance of this contract; (4)

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if an order for relief under any bankruptcy laws of the United States is issued naming Buyers as debtors or if Buyers make an assignment for the benefit of creditors or enters into a composition agreement with Buyers' creditors; (5) if the interest of Buyers in the premises is attached, levied upon, or seized by legal process; (6) if a trustee, receiver or liquidator is appointed on behalf of Buyers; or (7) if this contract is assigned in violation of its terms or is terminated by operation of law. In any of such events Sellers may, upon notice to Buyers as required by law, initiate proceeding for the foreclosure or forfeiture of Buyers' interests in this contract and in the premises.

12. Nonwaiver; Right to Cure Defaults; Remedies. Neither the failure by Sellers to exercise any of Sellers' options hereunder, nor Sellers' failure to enforce Sellers' rights or seek Sellers' options hereunder, nor failure to enforce Sellers' rights or seek Sellers' remedies upon any default, nor acceptance by Sellers of any payments occurring before or after any default shall effect or constitute a waiver of Sellers' rights to exercise such option, to enforce such rights or to seek such remedy with respect to that default or to any prior or subsequent default.

13. Miscellaneous.

A. As used herein the term "Sellers" and "Buyers" include, respectively, all persons signing this contract in the capacity so stated and his, hers or its respective heirs, successors, and assigns, and all obligations of each party herein are joint and several.

B. This contract shall be governed by the laws of the State of Ohio, and if any provision hereof is in conflict with any federal law or law of the State of Ohio, then any such terms shall be deemed modified to conform to such law without affecting the remainig provisions of this contract.

C. Sellers shall cause this contract to be recorded within twenty (20) days after it has been fully executed.

D. If this contract is entered into pursuant to a real estate contract, the term "closing" when used in said purchase contract shall for all purposes be defined as the date of execution of this contract. If there are inconsistencies between the terms of the purchase contract and the terms of this contract, the terms of this contract shall prevail.

E. Time shall be of the essence of this agreement.

F. In the event of default by Buyers, Sellers shall follow the procedure provided by law in obtaining forfeiture of the land installment contract.

In witness whereof, the parties to this contract and their spouses have hereunto set their hands to duplicate counterparts of this contract this 18th day of September, 1998.

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SIGNED & ACKNOWLEDGED
IN THE PRESENCE OF

Mark J Howdyshell
(as to sellers)

Clifford Dale Wilson, Seller

Miranda J. Wilson
(as to sellers)

Mary Wilson, Seller

Mark J Howdyshell
(as to buyers)

David L. Marsh Sr., Buyer

Miranda J Wilson
(as to buyers)

Victoria L. Marsh, Buyer

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State of Ohio,
Perry County, ss:

BEFORE ME, a notary public in and for said county and state, personally came the above named Clifford Dale Wilson and Mary Wilson, who acknowledged that they did sign the foregoing instrument and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Perry County, Ohio, this 18th day of September, 1998.

NOTARIAL SEAL STATE OF OHIO

Mark J Howdyshell
Notary Public - State of Ohio

MARK J. HOWDYSHELL
Notary Public, State of Ohio
My commission has no expiration date.
SECTION 147.03 R.C.

State of Ohio,
Perry County, ss:

BEFORE ME, a notary public in and for said county and state, personally came the above named David L. Marsh Sr. and Victoria L. Marsh, who acknowledged that they did sign the foregoing instrument and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Perry County, Ohio, this 18th day of September, 1998.

NOTARIAL SEAL STATE OF OHIO

Mark J Howdyshell
Notary Public - State of Ohio

MARK J. HOWDYSHELL
Notary Public, State of Ohio
My commission has no expiration date.
SECTION 147.03 R.C.

9800006355
Filed for Record in
PERRY COUNTY, OHIO
BARBARA J. FOX
On 10-06-1998 At 01:38 pm.
LAND CONTR 30.00
Book OR Vol. 218 Pg. 376 - 381

This Instrument Prepared By:

WALTER J. HOWDYSHELL CO., L.P.A.
Attorneys at Law
Peoples National Bank Building
P. O. Box 508
New Lexington, Ohio 43764-0508
Telephone: 740-342-3582

9800006355
WALTER HOWDYSHELL

Parcel # 320002400000
Map #: 00050100500

9/14/2026

Derek W. Householder
County Auditor
Perry County, Ohio
auditor.perrycountyohio.gov

MOST RECENT PHOTO



LEGAL

OWNER	MARSH DAVID L SR & VICTORIA L H&W WROS
ADDRESS	0 W GAY ST OH
DESCRIPTION	OUT LOT WHOLELOT 70
SCHOOL DIST	NORTHERN LSD
TAX DIST	32
ACREAGE	2.0900

VALUATION

	APPRAISED	ASSESSED
LAND	$9,820.00	$3,440.00
IMPROVEMENTS	$0.00	$0.00
CAUV	$0.00	$0.00
TOTAL	$9,820.00	$3,440.00

TAXES

TAXABLE VALUE	$3,440.00
ROLLBACKS	Non-Business
HALF (1ST / 2ND)	$76.39 / $74.39
YEAR (TOTAL / BALANCE)	$150.78 / $0.00

SPECIAL ASSESSMENTS

COUNT	1
DELINQUENT / BALANCE	$0.00 / $0.00
TOTAL / BALANCE	$2.00 / $0.00

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
RESID	0	0	2.0900	0	$14,240.00

IMPROVEMENTS

MOST RECENT SALES

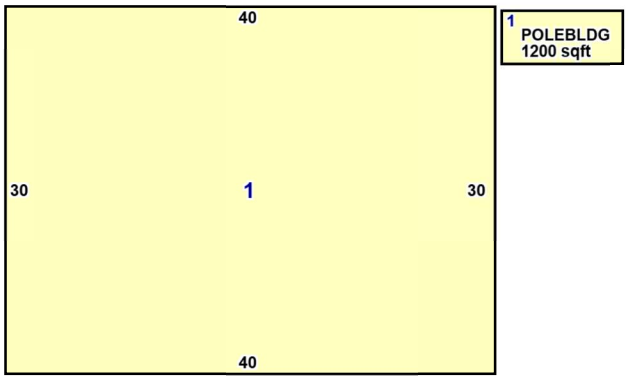
DATE	BUYER	SELLER	PRICE	VALIDITY
9/3/1999	MARSH DAVID L SR & VICTORIA L H&W WROS	WILSON CLIFFORD DALE	$112,000.00	True
9/16/1994	WILSON CLIFFORD DALE		$0.00	False

Parcel # 320000230000
Map #: 00050100100

9/14/2026

Derek W. Householder
County Auditor
Perry County, Ohio
auditor.perrycountyohio.gov

FIRST SKETCH



LEGAL

OWNER	MARSH DAVID L SR & VICTORIA L H&W WROS
ADDRESS	3250 W STATE RT 22 OH
DESCRIPTION	PT NE NE 1/4
SCHOOL DIST	NORTHERN LSD
TAX DIST	32
ACREAGE	4.4900

VALUATION

	APPRAISED	ASSESSED
LAND	$19,760.00	$6,920.00
IMPROVEMENTS	$11,840.00	$4,140.00
CAUV	$0.00	$0.00
TOTAL	$31,600.00	$11,060.00

TAXES

TAXABLE VALUE	$11,060.00
ROLLBACKS	Non-Business
HALF (1ST / 2ND)	$239.15 / $239.15
YEAR (TOTAL / BALANCE)	$478.30 / $0.00

SPECIAL ASSESSMENTS

COUNT	0
DELINQUENT / BALANCE	$0.00 / $0.00
TOTAL / BALANCE	$0.00 / $0.00

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
RESID	0	0	4.4900	0	$28,650.00

IMPROVEMENTS

DESCRIPTION	BUILT	DIMS	VALUE
Pole Building	2001	40x30	$14,690.00

MOST RECENT SALES

DATE	BUYER	SELLER	PRICE	VALIDITY
9/3/1999	MARSH DAVID L SR & VICTORIA L H&W WROS		$112,000.00	True

Perry County



9/14/2026, 3:38:16 PM

Parcels

Perry_2019_rgb_20x.sid

Red: Band_1

Green: Band_2

Blue: Band_3

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

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Auditor Map

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