

John Adams President U. S. A. : Whole 2nd Qr. Twp. 5 Range 3  
 Containing 3999.8 acres  
 (1) To : Patent  
 John Bever : Date March 20" 1800  
 Volume 24 Page 292

-----:

Know Ye that in pursuance of the Act of Congress passed on the first day of June 1790 entitled 'An Act regulating the grants of land appropriated for Military Services, and for the Society of the United Brethren for propagating the gospel among the heathen' and of the several Acts supplementary thereto passed on the second day of March 1799, and on the eleventh day of February and first of March 1800, there is granted unto John Bever, a certain tract of land estimated to contain 3999.8 acres, in Second Quarter of Township Five and Range Three, of the tract appropriated for satisfying warrants for Military Services surveyed and located in pursuance of the Acts above recited. To have and to hold the said described tract of land with the appurtenances thereof, unto the said John Bever, and to his heirs and assigns forever, subject to the conditions, restrictions and provisions contained in the said recited Acts.

Filed 4-28-1847

Recorded 5-8-1847

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John Bever and wife : 500 ac. Pr. of 3999.8 ac. aforesd.  
 Consideration \$ 750.00  
 (2) To : Warranty Deed  
 Date November 22" 1804  
 Jacob Nessly Jr. : Volume 3 Page 287

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Grant, bargain and sell, alien, release, enfeoff and confirm unto the said Jacob Nessly, the younger, his heirs and assigns forever, (Part of the 2nd. Qr. of Twp. 5 R. 3 last aforesaid.)

Beginning on the north side of the Muskingum River and on the bank thereof, 106 perches west from the east boundary of the quarter township and from that point or place northerly and parallel to the said east boundary, 456 perches to the north boundary and with it westerly 176 perches, thence leaving the said boundary line and running southerly and parallel to the east boundary aforesaid, 467 perches to the river, thence up it with the several meanders 179 perches to the place of beginning containing by survey 500 acres. - Deed properly executed -

Filed 10-3-1820

Recorded 1-10-1821.

Note:-

The above 500 acre tract overlaps on the 300 acre tract on the east of same, and formerly conveyed to Zacheus Biggs.

What was formerly known as the Muskingum River, is now what is known as the Tuscarawas River.

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Jacob Nessly Jr and wife : 500 acres last aforesaid  
 Consideration \$1000.00  
 (3) To : Warranty Deed  
 Date December 28" 1812  
 Jacob Nessly Sr : Volume 2 Page 308

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Grant Bargain Sell convey and confirm unto the said Jacob  
 Nessly Sr his heirs and assigns, (500 acres as last described.)  
 -Deed properly executed -  
 Filed 5-26-1813 Recorded 6-4-1813.

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(4) Items from an Authenticated : Date March 26th 1827  
 Copy of the Last Will and Testament :  
 of Jacob Nessly of Brooks : Filed in Tuscarawas County,  
 Ohio, July 23rd 1833  
 County Virginia, deceased. : Will Book 1 Page 205

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(Executors to pay to his wife Elizabeth \$100.00 yearly  
 in lieu of her dower during her life time, also personal estate  
 is here bequeathed to her.)

Items 2nd, 3rd, 4th, 5th, 6th and 7th, wills other real  
 estate to his son John Nessly, daughter Elizabeth Breneman,  
 daughter Lucy Deselms, daughter Judith Groff and heirs, and  
 Alice Groff and heirs, and daughter Barbara Brown.

8th. And as to all the rest and residue of my estate real  
 and personal. It is my will and desire that it shall be divided  
 into six equal shares and that my daughter Barbara Brown shall  
 have one share, my son John Nessly one share, the heirs of Eliz-  
 abeth Breneman one share equally divided among them, the heirs  
 of Lucy Deselms one share equally divided among them, the heirs  
 of Judith Groff one share equally divided among them, the heirs  
 of Alice Groff one share equally divided among them provided that  
 Alice Groff or her husband Abram Groff make no claim against my  
 estate for keeping and maintaining my mother.

It is my will and desire that no contest or law suit shall  
 arise out of my estate after my decease, and if any of my chil-  
 dren or grand children (Excepting always my Executor who is  
 hereby authorized and empowered fully to collect all my debts  
 and settle up my estate,) bring any such action etc, they shall  
 forfeit and lose all benefit of my estate, and the share so de-  
 vised and bequeathed to them shall go to and be equally divided  
 among my other heirs.

9th. To my son Jacob Nessly Jr I have heretofore given a  
 full share of my estate.

(Appoints John Nessly and James W. Brown his sole Executors,  
 they to make and execute deeds for any lands which I may have  
 sold and not yet conveyed.)

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(7)

S. Stokely and wife conveyed the east half of the aforesaid 500 acre tract to James Whiteside, by warranty deed date October 21<sup>st</sup> 1839, recorded in volume 19, page 75 of the deed records of Tuscarawas County, Ohio, as follows:

The following described tract or lot of land Situate in the County of Tuscarawas and State of Ohio viz. Part of the Second Quarter of Township 5 and Range 3 bounded as follows to-wit:

Beginning on the bank of the Tuscarawas River at a stake having as bearing trees a white oak 16' diam. N. 8 deg. W. 14 lks. distant, thence north 112 chains to a point in the Township line between the 5th and 6th townships having as bearing tree a red oak 24" diam. N. 78 deg. W. 17 links distant, thence east on said township line between said 5th and 6th townships 22 chains to a post and stone, thence south 114 chains to a hickory marked J. N. on the bank of said river thence down along said river 22.50 chains to the place of beginning containing 250 acres more or less.

Filed 12-17-1842. Recorded 12-26-1842.

(8)

Samuel Stokely and wife conveyed another part of the aforesaid 500 acre tract to George Neighbor and Philip Neighbour, by warranty deed date October 21<sup>st</sup> 1839, recorded in Volume 17 page 529 of the deed records aforesaid, as follows:

Situate in the County of Tuscarawas and State of Ohio viz, part of the Second Quarter of the Fifth Township and Range Three bounded as follows, to-wit:

Beginning on the Township line between the Fifth and Sixth Townships at a point having as bearing tree a red oak 24" diam. N. 78 deg. W. 17 links distant, thence west along said township line 22 chains to a post thence south 1/2 deg. east 45 chains and 45.1/2 links to a post thence east 22 chains to a post thence north 1/2 - west 45 chains and 45.1/2 links to the place of beginning containing 100 acres together with the appurtenances thereunto belonging.

Filed 12-27-1841. Recorded 1-10-1842.

Samuel Stokely (signed S. Stokely) : 150 ac. balance of 500ac. aforesaid.

(9)

To : Consideration \$1200.00  
Warranty Deed  
Date November 20<sup>th</sup> 1842  
James Pilling & Thomas Benton : Volume 19 Page 45

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Whereas I, Samuel Stokely, did on the 7th day of November A. D. 1835, receive from the Sheriff of Tuscarawas County, Ohio a deed duly executed and acknowledged for a certain tract and parcel of land and premises therein described and designated, (the 500 acre tract last aforesaid is described here,) which deed was made and approved by the Court of Common Pleas of Tuscarawas County in which said land was situate in a certain proceedings wherein the heirs of Jacob Nessly (who was assignee of John Bever) were the parties to a writ of partition as by said Sheriffs deed recorded in said County in Book 15 page 247 will fully and at large appear.

And whereas I sold said tract of land to William Gardner

of said County and by his request and direction have heretofore made deeds for portions of said lands, viz, on the 22nd of Oct. A. D. 1839 to James Whitesides in performance of said Gardner's agreement for one-half of the above described tract and parcel of land and on the 23rd of Sept. 1840 to George and Philip Neighbour in like performance of said Gardner's contract for 100 acres in addition to said moiety.

Now know all men by these presents that by the like request and direction of him the said Gardner and for and in consideration of the sum of \$1200.00 to me in hand paid by James Pilling and Thomas Benton of said Tuscarawas County the receipt whereof I do acknowledge I have granted bargained and sold unto them the said James Pilling and Thomas Benton and to their heirs and assigns all the balance and remainder of said tract and parcel of land first above described being and remaining unsold and not heretofore conveyed away as is aforesaid to said Whitesides and Neighbours lying and being in the south west corner of said tract adjoining lands of the said James Whitesides, George and Philip Neighbour and others containing by estimation 150 acres be the same more or less.

(A poor description.)

Deed properly executed-

Filed 12-5-1842.

Recorded 12-15-1842.

(10)

James Pilling and wife and Thomas Benton and wife conveyed the east half of the aforesaid 150 acre tract to William Gardner by warranty deed date April 7th 1849, recorded in Volume 32 page 191 of the deed records aforesaid, as follows:

The following real estate, viz, being and lying in the State of Ohio, Tuscarawas Oxford Township in the Second Quarter Fifth Township Third Range it being the east half of a tract of land sold by William Gardner to James Pilling and Thomas Benton and deeded by Samuel Stokely being a part of the Nessly tract.

Commencing at a stake in the north west corner on the line of Nicholas Neighbour, thence running south to the middle of the Tuscarawas river, thence up said river with the meanderings thereof to the lands now owned by William Henderson, thence north on said line to the aforesaid lands of Nicholas Neighbour, thence west to the place of beginning containing 77 acres.

Filed 7-30-1852.

Recorded 8-7-1852.

#### Estate of Thomas Benton

1852 Aug. 17<sup>th</sup> Letters of Administration granted to Rebecca Benton. Same day Bond filed, Letters issued and appraisers appointed.

1852 Dec. 20<sup>th</sup> Inventory filed, recorded. 8-106

No further record.

Costs are paid.

Administration Docket 3 Page 289.



Rebecca Benton Administratrix of : Petition to Complete Contract  
 Thomas Benton Plaintiff :  
 )11) V S : Filed May 31st, 1853  
 : App. Docket 1 Page 24  
 George Benton, Mary Benton, :  
 Margaret Benton, Sarah Benton, : C. R. P. Vol. 1 Page 73  
 John Benton and James Benton :  
 Defendants :

-----:

Petition recites, that in the lifetime of the said Thomas Benton to-wit, about the 21st day of November A. D. 1842 one James Pilling and the said Thomas Benton purchased and received a conveyance from one Samuel Stokely of a tract of land situate in Tuscarawas County Ohio and being about 150 acres taken off of and out of the south west corner of the second quarter of the fifth township in the third range of the land appropriated for satisfying warrants for Military Services.

That on the 7th day of April A. D. 1849 the said James Pilling and Thomas Benton sold and conveyed to one William Gardner the east half of said tract of 150 acres, commencing at a stake in the north west corner of said east half on the line of Nicholas Neighbour, thence running south to the middle of the Tuscarawas river thence up said river with the meanderings thereof to the lands of William Henderson, Thence north on said line to the aforesaid lands of Nicholas Neighbour, thence west to the place of beginning containing 77 acres, leaving vested in the said James Pilling and said Thomas Benton the remaining west half, bounded as follows, commencing at a stake in the north west corner of said west half of said tract of 150 acres on the line of lands of Nicholas Neighbour and Morris Creter, thence east along the line of said tract of Nicholas Neighbour 44 rods to the line of land of David Gardner, thence south along the line of said Gardner to the middle of the Tuscarawas river, thence down the middle of said river to the line of R. H. Nugen's land 44 rods, thence north along the line of lands of R. H. Nugen, C. Roberts, and M. Creter to the place of beginning containing 80 acres more or less.

(Also a 19 acre tract lying west of the north end of the above 80 acre tract, is described here, the same being carried along with the 80 acre tract hereby being abstracted, until the said 19 acre tract is conveyed to Morris C. & George A. Stewart in Volume 191 page 177, in the year 1921 - see # 19 herein.)

Your petitioner further represents that the said James Pilling and the said Thomas Benton held said lands in common until about the 27th day of November A. D. 1850 when the said Thomas Benton sold his interest ~~xxxxxxx~~ thence into the said James Pilling, and also his interest in the crops growing upon said land and agreed to give the said Pilling possession of said premises on the first day of April A. D. 1851.

Your petitioner further represents that the price agreed upon between said parties was that the said Pilling should pay said Thomas Benton \$1250.00 for the interest of him the said Thomas Benton in the said 80 acre tract and \$90.00 for his interest in the 19 acre tract.

Your petitioner further represents that the said James Pilling and Thomas Benton had been for a number of years prior to

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 PHILADELPHIA, OHIO



that time engaged in business on their joint account and had carried on their transactions and made their settlements with each other without having the same reduced to writing both as regarded the purchase and sale of personal and real property and that trusting and confiding in the honesty and integrity of each other they did not reduce the contract of sale of the interest of said Benton to said Pilling in the real estate aforesaid to writing but proceeded without regard to the uncertainty of life to settle up their partnership transactions in the way they had formerly done.

Your petitioner further represents that in accordance with the agreement of sale so entered into between said parties touching said interest in said real estate the said Pilling paid said Benton on the said 27th day of November A. D. 1850 in part of the purchase money thereof the sum of \$1000.00 which was paid to said Benton by Robert H. Nugen at the request of said Pilling, he said Nugen at that time having the money of said Pilling on deposit.

Your petitioner further represents that the balance of said purchase money viz the sum of \$340.00 was paid to said Benton on or about the last day of March A. D. 1851, and that on the day following, viz the first day of April A. D. 1851, the said Thomas Benton moved his family consisting of your petitioner (his wife) and his children away from said premises and delivered to the said James Pilling peaceable and full possession of both said tracts of land and the appurtenances, in accordance with the terms of said sale aforesaid and the said James Pilling has continued in full possession ever since and is now in possession of said premises as the sole owner thereof.

Your petitioner further represents that after delivering possession of said premises to said James Pilling, the said Thomas Benton departed this life to-wit, on the - day of - A. D. 185- without having executed to said James Pilling the proper deed for his the said Thomas Benton's interest in said lands according to the terms of the sale thereof, leaving as heirs at law your petitioner his widow and George Benton aged 16 years at this time Mary Benton aged 15 years at this time Margaret Benton aged 12 years at this time John Benton aged 8 years at this time and James Benton aged 6 years at this time his children, and Sarah Benton aged 11 years at this time.

Defendants were all served with summons.

George W. McElvaine appointed Guardian ad-litem for minor defendants and filed his answer on June 21" 1853.

1853 June 21" Cause Heard. - It is therefore ordered that the said petitioner as administratrix of the said Thomas Benton for and in behalf of the said heirs of the said Thomas Benton, make, execute and deliver to the said James Pilling a deed in fee simple for the undivided one-half part of the lands and tenements aforesaid according to the statute in such case made and provided.

James Moffitt probate Judge.

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Rebecca Benton, widow of : 80 ac. and 19 ac. last afsd.  
 Thomas Benton deed. : Consideration \$25.00  
 :  
 (12) To : Quit-Claim Deed  
 : Date July 28th, 1853  
 James Pilling : Volume 33 Page 694  
 -----;

Remise, release and forever quit-claim unto the said James Pilling his heirs and assigns forever all my title interest and estate legal and equitable, in (80 acres and 19 acres as last above described.) -Deed properly executed-  
 Filed and Recorded August 5th, 1853  
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Rebecca Benton Administratrix : Undivided one-half of the 80 ac.  
 of the estate of Thomas Benton : and 19 ac. last aforesaid  
 : Consideration \$1340.00  
 : Administratrix Deed  
 (13) To : Date July 28th, 1853  
 James Pilling : Volume 33 Page 695  
 -----;

Deed first recites the Action at # 11 afsd.  
 Have granted sold and conveyed and by these presents do grant sell and convey unto the said James Pilling his heirs and assigns the said undivided half part of the said two tracts of land mentioned in said petition, being all the interest of the said Thomas Benton at the time of his decease, and which is particularly described as follows: ( the 80 acre tract and the 19 acre tract are both described here, same as in the petition.)  
 - Deed properly executed -  
 Filed and Recorded August 5th 1853.  
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(14) James Pilling conveyed a part of the aforesaid 80 acre tract to The Steubenville & Indiana Railroad Co. by warranty deed date Feb. 10<sup>th</sup> 1864, recorded in Vol. 61 page 449, as follows:  
 Situate in the County of Tuscarawas and State of Ohio and bounded and described as follows, to-wit: On the east by the boundary line between the said James Pilling and Robert H. Nugen, On the west by the boundary line between the said James Pilling and Robert H. Nugen, On the south by a line parallel with the center of the railroad of the said S. & I. R. R. Co. as the same is now surveyed and located through the premises of the said James Pilling and 44 feet distant therefrom, On the north by a line parallel to the center line of said railroad and 56 feet distant therefrom, containing 2.1/16 acres more or less, the same being part and parcel of the farm now occupied and owned by the said James Pilling in the Township of Oxford and County aforesaid.  
 Filed 4-25-1873. Recorded 5-17-1873.  
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P. S. OLMSTEAD

ATTORNEY AT LAW

OHIO SAVINGS AND TRUST BUILDING  
NEW PHILADELPHIA, OHIO

February 2, 1954

Mrs. Anna M. Zimmer  
Newcomerstown, Ohio

Dear Mrs. Zimmer:-

Herewith enclosed find Abstract of Title on premises remaining after the conveyance of 12.26 acres to Seiberling Rubber Company.

This abstract is brought up to reflect the conveyance out to the Rubber Company.

With kindest personal regards, I am

Yours very truly,



PSO:sls

Estate of James Pilling.

1879 May 28" Letters of Administration on the estate of James Pilling deceased was this day granted to Zelinda Pilling. Same day Appraisers appointed - Bond filed, approved and Letters issued.

1879 June 13" Proceedings of Administratrix filed A.R. 20-14 No further record. Administration Docket 6 Page 37

(15) Estate of James Pilling

1879 June 21" Letters of Administration De bonis non - to Henry H. Woodard, and Appraisers appointed.

Same day bond filed, approved, and Letters issued.

1879 July 2" Inventory and appraisement filed A.R. 20-44

1884 April 12" Final Account filed & recorded. F.A. R. 29-75 Same day Representation of Insolvency filed - Estate declared probably insolvent, Administrator ordered to give Notice by publication in 'The Tuscarawas Advocate'. A.R. 23-17

1884 May 29" Proof of Publication of Notice of Insolvency filed 1884 Dec. 16" Supplemental Final Acc filed & rec. F. A. R. 29-492

Same day Report of Inventory filed & recorded A.R. 23-358

1885 Feb. 28" Report of Payment of dividend filed & rec. 31-208

1885 Sept. 5" Proof of Pub. Of Notice of dividend filed.

No further record. Costs are paid.

Administration Docket 6 Page 38.

Henry W. Woodard Administrator : Petition to Sell Real Estate, De-Bonis-non of James Pilling (80) acres and 19 acres deceased. Plaintiff : to pay debts.

(16) V S : Filed July 24" 1879

Zelinda Pilling, : App. Docket 2 Page 417  
Ann Stocker, Conrad Stocker,  
Rebecca C. Lytle, Francis Lytle: C. R. F. 7 Page 98  
Ellen Graham, George Graham,  
Sabina Rennecker, Geo. Rennecker;  
Marie Moore, David Moore,  
and Richard C. Pilling Defts. :

Petition recites that the said James Pilling died seized of, (the 80 acres and the 19 acres, as last above described.)

The defendant Zelinda Pilling is the widow of said James Pilling, the defendants Rebecca C. Lytle, Ann Stocker, Ellen Graham, Sabina Rennecker, Maria Moore and Richard L. Pilling are the children and heirs at law of the said James Pilling and are interested in said real estate. Said Richard L. Pilling is an infant having no guardian. Said defendant Conrad Stocker is the husband of said Ann Stocker, said Francis Lytle is the husband of said Rebecca C. Lytle, said George Rennecker is the husband of said Sabina Rennecker, said George Graham is the husband of said Ellen Graham, and said David Moore is the husband of said

A. S. OLNEY  
ATTORNEY AT LAW  
200 N. 10TH ST.  
PHILADELPHIA, PA.



Maria Moore: Said defendant Francis Lytle has or claims to have some lien upon said real estate the exact nature and amount of which is unknown to the plaintiff.

Said defendants Francis Lytle and Rebecca C. Lytle are residents of the County of Guernsey and State of Ohio, the other defendants all reside in said County of Tuscarawas, said defendant George Graham is in possession of a part of said premises, being a tenant at will thereof.

Defendants were all served with summons.

1879 Aug. 23" Answer of Zelinda Pilling filed, waiving the assignment of dower in the premises by metes and bounds, and asks that her reasonable dower in said premises be decreed to her if the premises be sold, in lieu of an assignment by metes & bounds. She further states that her age is 46 years.

1879 Aug. 25" Appraisers appointed, order of appraisement issued  
Appraisers Report

The within described real estate we do, on our oaths aforesaid, after having viewed the same, appraise at -----

1879 Sept. 20" Order of Re-appraisement issued, Appraisers appointed, who appraised the 8 acres south of the railroad at \$2000.00, and the 72 acres north of railroad at \$3250.00 and the 19 acre tract at \$750.00  
Sept. 26" 1879.

James M. Burt - William Sharp - Isaac Coutts.

1879 Sept. 29" Report of appraisers approved and confirmed by Court. And it is further ordered that said petitioner proceed according to law to advertise and sell the real estate in the petition described free of dower upon the premises at not less than two-thirds of such appraised value.

1879 Sept. 29" Order of sale issued and real estate advertised for sale in the Tuscarawas Advocate for at least four consecutive weeks prior to the 15th day of November 1879, on which day the premises were sold to Francis Lytle and Maria Moore for the sum of \$4001.00.

1879 Oct. 16" Proof of Publication Notice of sale filed.

1879 Nov. 8" Answer of Francis Little filed, sets forth a mortgage on the premises, from James Pilling to David Norman, for \$1000.00, date Jan. 4" 1877, recorded in vol. 19 page 458, which mortgage was assigned by said Norman to said Little on Jan. 21" 1879.

1879 Nov. 20" Sale was approved and confirmed by Court and deed ordered in fee simple.

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No answer by Guardian adlitem of Richard Pilling minor sale not contested-Guardian adlitem not necessary.

Henry H. Woodard Administrator: 80 ac. and 19 ac. last afsd.  
 De-bonis-non of James Pilling : Consideration \$4001.00  
 decd. : Administrators Deed  
 (17) To : Date December 31' 1879  
 Francis Lytel & Maria Moore : Volume 76 Page 359

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Deed first recites the action at #16.

Grand bargain alien and convey to the said Francis Lytle and Maria Moore and unto their heirs and assigns forever, the said tenements so sold as aforesaid and which are situate in the County of Tuscarawas and State of Ohio, and are described as follows, viz. Part of the Second Quarter of Township 5 of Range 3 of lands appropriated for satisfying warrants for Military Services bounded as follows to-wit.

Commencing at the south east corner of said tract at the middle of the Tuscarawas river, thence with the east line of said tract north 1.1/4 deg east 18.85 chains to the south line of lands of The P. C. C, & St. L. R.R. Co. thence with said line south 70.3/4 deg. west 1.94 chains to a stake, thence south 28 deg. west 8.64 chains to a stake, thence south 5.1/2 deg. east 7.12 chains to a stake at the public road, thence south 67.1/2 deg. west 58 links to a stake, thence south 23.1/4 deg. east 5.45 chains to the middle of said river, thence north 71 deg. east 5.47 chains to the place of beginning containing 8 acres more or less, together with the Woolen Factory fixtures and machinery situate thereon and the water power appurtenant thereto.

Also another part of the Second Quarter of Township 5 of Range 3 of lands appropriated for satisfying warrants for Military Services bounded as follows:

Beginning at a stake on the east boundary line of lands owned by Morris Creter and at the south west corner of a tract of land now owned by one Zimmer, thence east on the line of said Zimmer's land 44 rods to a stake at the north west corner of a tract of land now owned by Elmira Smith, thence southerly on the line of said Elmira Smith's land to the south line of the lands of The P.C.C. & St. L. R.R. Co. thence south 70.3/4 deg. west 1.94 chains to a stake, thence south 28 deg. west 8.64 chains to a stake, thence south 5.1/2 deg. east 7.12 chains to a stake at the public road, thence south 67.1/2 deg. west 58 links to a stake, thence south 23.1/4 deg. east 5.45 chains to the middle of said river, thence down the middle of the river to the south east corner of a tract of land once owned by Robert Nugen, now owned by Garret B. Smith, thence north on the line of said Garret B. Smith land and continuing said line by the same course along the east line of Morris Creter's land to the place of beginning containing 72 acres more or less.

And also part of the same Quarter, Township and Range Aforesaid beginning at a stake on the east boundary line of a tract of land conveyed to Morris Creter by Newton C. Monroe, thence south 64 deg. east to the line of the first described tract, thence southerly on the line of the first described tract to the Ohio Canal, thence westerly down the Canal to the line of lands owned by Morris Creter, thence northwardly on said Creter's east line to the place of beginning containing 19 acres more or less, with all and singular the appurtenances thereunto belonging.

-Deed properly executed-

Filed 6-14-1880 at 9:30 A.M.

Recorded 6-21-1880

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Francis Little and wife : Und. 1/2 of 80 ac. & 19 ac. afsd.  
 (18) To : Consideration \$2700.00  
 : Warranty Deed  
 : Date May 1st, 1882  
 Maria Moore : Volume 82 Page 397

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Give, grant, bargain, sell and convey unto the said Grantee, her heirs and assigns, the following described premises, Situated in the Township of Oxford, County of Tuscarawas and State of Ohio and known as part of the Second Quarter of the Fifth Township and Third Range of the lands appropriated for satisfying warrants for Military Services.

And being the undivided half of the west half of a certain tract or parcel of land containing 150 acres which was conveyed by Samuel Stokely to James Pilling and Thomas Benton by deed bearing date the 20th day of November A. D. 1842, and recorded in the office of the Recorder in said Tuscarawas County Ohio in book # 19 page 458, by Bowers Seaton then Recorder.

Also the undivided half of a certain tract or parcel of land in the same quarter of the same township of the same range as aforesaid as the first mentioned tract containing 19 acres more or less bound on the east by the first mentioned tract, on the south by the center of the Ohio Canal, on the west and north by lands of Morris Creter, and being the same tract of land conveyed - Catharine Roberts to said James Pilling and said Thomas Benton by deed bearing date the 13th day of August A. D. 1850 and of record in Book 30 pages 121 and 122 be the same more or less by subject to all legal highways.

- Deed properly executed -

Filed 10-21-1882 at 8 A.M.

Recorded 10-27-1882

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NOTE: 95 acres appeared on the Tax Duplicate in name of Maria Moore, of which 6 acres was transferred to Corporation land, and the remaining 89 acres was transferred to School lands. on said Duplicate, in the year 1892. (The 6 acres above transferred to corporation lands, should have been taken out of the 19 acre tract, instead of the combined total.)

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(19)

Maria Moore, unmarried, conveyed the foregoing 19 acre tract to Morris C. and George A. Stewart, by warranty deed date July 23<sup>rd</sup> 1921, recorded in Vol. 191 page 177, as follows:

The following described premises Situate in the Township of Oxford, and in the Village of Newcomerstown, County of Tuscarawas and State of Ohio: Beings part of the Second Quarter of Township 5 of Range 3 of U.S.M. lands and bounded as follows.

Beginning at a stone at the south east corner of land heretofore conveyed by Herman Jaecker to C. Dewitt, thence in a westerly direction along the south line of said land 504 feet to a stone at the south west corner thereof, thence in a southerly direction along the east boundary line of lands of C. Dewitt, W. S. Lyons and J. W. Chapman to the north boundary line of the Ohio Canal, thence in a northeasterly direction along said north

boundary line of said Ohio Canal to a point where said line intersects the west boundary line extended in a northerly direction, of the lands of the grantor lying south of said Canal, thence in a northerly direction to the place of beginning, supposed to contain 19 acres more or less, 6 acres thereof being in the corporation of the Village of Newcomerstown, and the balance in said Township of Oxford.

This deed is executed and delivered in order to correct the description in a deed heretofore made by the grantor to the grantees for said premises and in lieu thereof which deed contained or had affixed thereto revenue stamps duly cancelled calling for \$3.00, which deed has not been transferred or recorded by reason of said imperfect description.

Filed 7-25-1921 at 2:30 P.M. Recorded 7-26-1921.

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James Pilling and wife : \$ 5000.00 MORTGAGE  
Thomas Benton and wife : Date Decemder 2" 1842  
(20) To : Leed Record 19 Page 46  
William Gardner :  
-----: (On 150 ac. afsd. at # 9 herein.)

Filed 12-5-1842 at 7:30 A. M. Recorded 12-5-1842  
-NOT RELEASED ON THE RECORD-

Note:

Observe the above grantors conveyed 77 acres of the above  
land to the said William Gardner in 1849, see # 10 herein.  
-----

James Pilling : \$1400.00 MORTGAGE  
(21) To : Date September 20" 1853  
John Laughead : Volume 2 Page 295  
-----:

On 80 ac. & 19 acres last aforesaid  
Filed 10-14-1853 at 1 P.M. Recorded 10-21-1853  
Released on the Record May 20" 1865 by John Laughead.  
-----

James Pilling and wife : \$1000.00 MORTGAGE  
(22) To : Date February 10" 1869  
R. H. Nugen : Volume 10 Page 450  
-----:

On 80 ac. & 19 ac. last aforesaid.  
Filed 3-4-1869 at 2:25 P.M. Recorded 3-8-1869  
Released on the Record Jan. 29" 1873 by Sarah Nugen Admrx.

Estate of Robert H. Nugen

1872 March 27" Letters of Administration granted to Sarah  
Nugen: Bond filed, approved and Letters issued.  
1879 Feb. 7" Final Account filed and recorded F. A. R. 24-458  
No Discharge account filed.  
Administration Docket 5 Page 149.  
-----

James Pilling and wife : \$1000.00 MORTGAGE  
 (23) To : Date October 16th 1869  
 R. H. Nugen : Volume 11 Page 93  
 -----: (On 80 ac. & 19ac. last afsd.)

Filed 10-18-1869 at 1:10 P.M. Recorded 10-18-1869  
 Released on the Record Jan. 29" 1873 by Sarah Nugen admnx.  
 -----

James Pilling and wife : \$2600.00 MORTGAGE  
 (24) To : Date January 27" 1873  
 John Everal : Volume 15 Page 213  
 -----: (On 80 ac. & 19 ac. last afsd.)

Filed 5-21-1873 at 10:40 A.M. Recorded 6-20-1873  
 Released on the Record Jan. 8" 1877 by R. H. Shepherd Excr.  
 of John Everal deceased.

Will of John Everal

1875 March 3" Letters Testamentary granted to John W. Everal  
 and Rufus H. Shepherd (no further mention of John W. Everal made  
 in these proceedings.)

1901 April 8" Executor Discharged. Journal 20 Page 243  
 Administration Docket 5 Page 261  
 -----

James Pilling and wife : \$1000.00 MORTGAGE  
 (25) To : Date January 4" 1877  
 David Norman : Volume 19 Page 458  
 -----:

On 80 ac. and 19 ac. last aforesaid.  
 Filed 1-8-1877 at 5 P.M. Recorded 1-23-1877  
 Endorsed on the record as follows:  
 January 21" 1879

I hereby transfer and assigns to Francis  
 Little all my right and interest in and to the within mortgage  
 having this day endorsed without recourse to me the promissory  
 note within described and delivered said note to said Francis  
 Little.

Received and recorded Jan 28" 1879.  
 -----

Francis Little and wife : \$2667.33 MORTGAGE  
and Maria Moore :  
(26) To : Date January 10" 1880  
: Vol. 24 page 363  
Henry H. Woodard Administrator  
of James Pilling deceased: (On 80 ac. & 19 ac. last afsd.)

-----:  
Filed 2-23-1880 at 4:30 P.M. Recorded 2-25-1880.  
Released on the Record Oct. 21" 1882 by Henry H. Woodard  
Admr. of James Pilling deed.  
-----

Maria Moore & husband David B.: \$2000.00 MORTGAGE  
(27) To : Date May 1st, 1882  
Robert Hill : Volume 29 Page 193  
-----:

On Undivided one-half of 80 ac. & 19 ac. afsd.  
Filed 7-26-1882 at 8:15 A.M. Recorded 8-9-1882.  
Released on the Record April 13" 1892 by Robert Hill.  
-----

Maria Moore & Husband David B. : \$1500.00 MORTGAGE  
(28) To : Date April 7" 1892  
James Cole : Volume 48 Page 408  
-----:

On 80 ac. and 19 ac. last afsd.  
Filed 4-13-1892 at 10:50 A. M. Recorded 4-22-1892.  
Released on the Record April 10" 1901 by James Cole.  
-----

Maria Moore & husband David B. : AGREEMENT  
(29) To : Date September 1" 1884  
John Daugherty & Daniel Harrison Lease Book 2 Page 98  
-----:

Agreement made this first day of September A. D. 1884 by and between Maria Moore and her husband David B. Moore of the first part and John Daugherty and Daniel Harrison of the second part is as follows. The said Maria and David in consideration of the several covenants, undertakings and agreements hereinafter set forth to be done and performed by the said John and Daniel, the right

and privilege of mining coal for the term of five years from the date hereof on the 75 acre tract of land heretofore owned by James Pilling in Oxford Township Tuscarawas County Ohio being a part of the Second Quarter of the Fifth Township and Third Range of the U. S. M. land which said lot of land is now owned by the said Maria Moore. The opening to be made by said John and Daniel for mining said coal is to be located north of the Ohio Canal

near the west line of said tract about 15 rods north of a small dwelling house heretofore occupied by George Graham, the road from said opening or coal bank to be used for hauling away said coal is to be made by the said John and Daniel running from the plat form where the coal will be deposited after mining is to be as near south as circumstances will permit so as to intersect the north end of the lane or road as now used. Thence south in said lane or road to the Ohio Canal, said Maria and David to be at no expense or cost of opening said bank or of material therefor or for making road to said bank, or keeping road in repair, nor for any other cause or purpose whatever, but all cost and expense of every kind connected with the opening of said coal bank and operating the same or making road or keeping road in repair to be met and done by said John and Daniel, and the said John and Daniel hereby agree that during the first year of this lease they will mine not less than 5000 bushels, and each year after the first year not less than 10000 bushels per year and said John and Daniel hereby agree to pay to said Maria and David for all merchantable coal taken from said bank the sum of one-half cent per bushel to be paid monthly and for the purpose of determining the number of bushels quarried and to be paid for as aforesaid the said John and Daniel hereby agree to keep a good substantial book in which they shall make daily entries of all coal taken from said bank, showing the date of sale or delivery, the quantity of each load delivered the person or party to whom sold and delivered, and showing also the person who hauled the same which said book is at all times to be subject to inspection or examination of the said Maria or David or any other person whom they may request to examine the same, and it is further agreed upon by the parties hereto that said Maria and David are to have at the platform of said bank for and during the term of this lease as much coal as they find necessary to use in their own family from year to year, without accounting for the same, nor is the said John and Daniel to pay for such coal as they may use. And it is further agreed upon by the parties hereto that said John and Daniel shall have the right and privilege during the continuance of this lease to erect and put up as near the mouth or entrance of said coal bank, as not to seriously interfere with the cultivation of land adjoining, such shops or dwelling houses as may be necessary for the profitable operation as said - and all such structures so put up shall at the termination of this lease vest in the said Maria and David and it is also understood and agreed upon by the parties hereto, that if the said John and Daniel should at any time refuse, fail or neglect to perform any of their undertakings herein, that then and from that time of such failure, refusal or neglect, all the rights and privileges under this lease of the said John and Daniel shall cease and terminate, and the said Maria and David shall have full right and privilege to enter and take possession of the same and it is also hereby agreed upon by the parties hereto that said John and Daniel nor either of them shall have the right or power to sell assign relet or in any manner dispose of this lease or any part thereof, without the consent in



writing of the said Maria and David be first obtained thereto, the track upon which the coal may be run from the mine to the plat-form or to the canal and the cars in which the coal may be carried from the place mined are to belong to said John and Daniel and also any scales they may put up for the purpose of weighing coal, shall in no event vest in said Maria and David but said John and Daniel shall have the right to remove them at any time they see proper, and should the bridge across the canal south of said proposed coal bank at any time during this lease need repairing the said John and Daniel are to meet one equal fifth part of cost making such repairs, the quantities of coal to be furnished to said Maria and David at the platform for their own use is not to exceed 400 bushels per year.

In Testimony ect.

Filed 9-30-1884 at 7:30 A.M.

Recorded 10-7-1884.

-----

|   |   |                                     |
|---|---|-------------------------------------|
| Maria Moore                                       | : | RIGHT OF WAY                        |
| (30) To   | : | Date September 2 <sup>nd</sup> 1896 |
| The Central District & Printing Telegraph Company | : | Lease Book 3 Page 268               |
| -----:  | : | Con. \$ 50.00                       |

\$50.00 In consideration of which I hereby grant unto said Company, its successors and assigns the right to construct, operate and maintain its lines over and along the property which I now own or in which I have any interest, in the Township of Oxford, County of Tuscarawas and State of Ohio, including the necessary poles and fixtures along the roads, streets or highways, adjoining the property owned by me, said sum received in full payment for such right, and in full satisfaction for the trimming of any trees along said lines necessary to keep the wires cleared at least 18 inches, and with the right to set the necessary guy and brace poles, and attach to trees the necessary guy wires.

Poles along the fence - one pole west of the bridge.

Filed 1-12-1897 at 8:30 A. M.

Recorded 1-16-1897.

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|                          |   |                        |
|--------------------------|---|------------------------|
| Maria Moore              | : | RIGHT OF WAY           |
| (31) To                  | : | Date July 6th, 1923    |
| The Ohio Service Company | : | Lease Book 16 Page 609 |
| -----:                   | : | Con. \$1.00            |

Grant and convey unto the said The Ohio Service Company, its successors and assigns forever, the right and easement to erect, construct and maintain a line or lines for the transmission of electric energy thereover for any and all purposes for which electric energy is now or may hereafter be used, and a telegraph and telephone line or lines with all necessary poles, wires, cables, fixtures, and appliances, including guy wires,

stubs, anchors and brace poles, through, over and upon my lands and along the public highways upon which said lands adjoin or abut.

Situated in the Township of Oxford, County of Tuscarawas and State of Ohio, and part of sec. #-- Tp. # Five and Range # 3 and bounded: On the north by the lands of B. L. McKenzie On the east by the lands of Harvey Brown and Elmira Smith On the south by the lands of Tuscarawas River On the west by the lands of H. R. Heinicke Co. and Pilling street with the right of ingress and egress to and from and over said premises. Together with the right to fell or trim any trees along said line or lines, wherever the same may be necessary in order to erect, construct, operate or maintain said line or lines clear and free from obstruction, or which may endanger the safety or interfere with the use of said poles, towers, wires, cables or fixtures, provided, however, that said The Ohio Service Company, its successors or assigns, shall further pay to me or my heirs or assigns, the sum of \$7.50 for each pole or guy erected on open land, and \$7.50 for each pole or guy erected on the fence line or along the public highway on which the property abuts, from time to time, whenever and as soon as line is erected.

All poles or guys to be located within 2 feet of the Railroad fence.

Filed 7-7-1923 at 11: 10 A. M.

Recorded 7-12-1923.

-----  
Maria Moore : EASEMENT \$1.00  
(32) To : Date September 13" 1923  
: Lease Book 17 Page 375  
The Ohio Power Company  
-----;

Maria Moore hereby grants and conveys unto said The Ohio Power Company its successors and assigns, the right and easement to erect, construct and maintain a line for the transmission of electric energy thereover for any and all purposes for which electric energy is now or may hereafter be used, and a telegraph and telephone line or lines with all necessary wires, cables, appliances and overhanging wires only, through, over and upon my lands, as now surveyed.

Situated in the Township of Oxford, County of Tuscarawas and State of Ohio, and part of Sec. # - Township # 5 and Range # 3 and bounded; on the north by the lands of B. S. McKinzie on the east by the lands of Harvey Brown and Elmira Smith on the south by the lands of Tuscarawas River on the west by the lands of H. R. Heinicke Co. and Pilling Street, with the right of ingress and egress to and from and over said premises, with the right to trim any trees along said line or lines, wherever the same may be necessary in order to erect, construct, operate and maintain said overhanging wires clear and free from obstruction, or which may enganger the safety or interfere with the use of said overhanging wires or cables, provided, however, that said The Ohio Power Company its successors or assigns, shall pay to me or my heirs or assigns, the sum of \$500.00 in full payment for the rights herein granted to said Company whenever and as soon as said line is to be erected.

The Ohio Power Company agrees that no poles or towers are to be erected on these premises. This deed of easement being for overhanging wires and cables only.

Filed 10-2-1923 at 9:15 A. M.

Recorded 10-6-1923.

Mrs Maria Moore : EASEMENT \$1.00  
(33) To : Date February 28" 1924  
The Ohio Service Company : Lease Book 17 Page 425

-----:

Hereby grant and convey unto the said The Ohio Service Company, its successors and assigns forever, the right and easement to erect, construct and maintain a line or lines for the transmission of electric energy thereon for any and all purposes for which electric energy is now or may hereafter by used, and a telegraph and telephone line or lines with all necessary poles, towers, wires, cables, fixtures and appliances, including guy wires, stubs, anchors and brace poles, through, over and upon my lands and along the public highways upon which said lands adjoin or abut.

Situated in the Township of Oxford, County of Tuscarawas and State of Ohio, and a part of Sec. # -- Township # -- and Range # 2 (should be 3) and bounded: On the north by the lands of Brady McKanzie On the east by the lands of Harvey Brown and The Canton Fire Brick Company, On the south by the lands of Tuscarawas River On the west by the lands of Corporation line, with the right of ingress and egress to and from and over said premises, together with the right to fell or trim any trees along said line or lines, wherever the same may be necessary in order to erect, construct, operate or maintain said line or lines clear and free from obstruction, or which may endanger the safety or interfere with the use of said poles, towers, wires, cables or fixtures, provided, however, that said The Ohio Service Company, its successors or assigns, shall further pay to me or my heirs or assigns, the sum of \$ no dollars for each pole or tower erected on open land, and \$ no dollars for each pole or tower erected on fence line or along the public highway on which the property abuts, from time to time, whenever and as soon as line is erected.

This agreement is not to exceed one pole and anchor.

Filed 3-17-1924 at 11:30 A.M.

Recorded 3-17-1924.

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oo

Item 34.

|                          |   |                          |
|--------------------------|---|--------------------------|
| Maria Moore, no marital  | ) | WARRANTY DEED            |
| status given;            | ) | Consideration \$1.00     |
|                          | ) | Dated May 8, 1924        |
| to                       | ) | Filed October 6, 1924    |
|                          | ) | Recorded October 7, 1924 |
| The Canton Brick & Fire- | ) | Volume 201 Page 496      |
| proofing Company.        | ) | Deed Record.             |

Give, grant, bargain, sell and convey unto the said grantee, its successors and assigns, the following described premises, situated in the township of Oxford, County of Tuscarawas and State of Ohio: Being a part of the second quarter of township 5 and range 3 and being a part of a tract of 72 acres conveyed by Henry H. Woodard, administrator of James Pilling, to Francis Lytle and Maria Moore by deed which is recorded in volume 76, page 359 of the Tuscarawas County Deed Records, more fully described as follows:

CONVEYANCE  
OUT

Beginning at a stone at the northwest corner of the above mentioned 72 acre tract, said beginning point being also the southwest corner of a 100 acre tract, now or formerly owned by Christian Zimmer, thence with the north line of the above mentioned 72 acre tract, south 82 deg. 36 min. east 733.4 feet to the east line thereof; thence with said east line south 4 deg. 19 min. west 2285.4 feet to the north bank of the Ohio Canal; thence following said north bank the following two courses and distances, south 75 deg. 07 min. west 149.8 feet to a telephone pole; thence south 64 deg. west 673.1 feet to the west line of the above mentioned 72 acre tract; thence with the west line thereof north 4 deg. 5 min. east 2701.1 feet to the place of beginning, containing 41.45 acres.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee its successors and assigns forever.

General and ordinary covenants of warranty.

Instrument properly signed, witnessed and acknowledged.

-----

Item 35.

Maria Moore,  
Plaintiff

-vs-

The unknown heirs, assigns &  
devisees of Jacob Nessly,  
Lucy Deselms,  
Judith Groff and  
William Gardner, deceased.

Defendants

) THE COURT OF COMMON PLEAS  
) TUSCARAWAS COUNTY, OHIO

) ACTION TO QUIET TITLE.

) App Doc 71/16215  
) C.A.R. 108/65  
) Jr. 58/11

June 2, 1924

PETITION FILED WHICH RECITES: Plaintiff is the owner in fee simple and is in actual possession of the following described real estate, to-wit: Premises as described at Item # 17.

The unknown heirs, assigns and devisees of Jacob Nessly, Lucy Deselms and Judith Groff, all deceased, whose names and places of residence are wholly unknown to plaintiff and cannot be ascertained, claim an estate or interest in said premises under and by virtue of the Last Will and Testament of Jacob Nessly, deceased, filed in the Probate Office of Tuscarawas County, Ohio July 23rd, 1833, and recorded in Will Book 1, at page 205, which estate or interest is adverse to plaintiff's rights and interest.

The unknown heirs, assigns and devisees of William Gardner, deceased, whose names and places of residence are wholly unknown to plaintiff and cannot be ascertained, claim an estate or interest in said premises under and by virtue of a certain mortgage dated December 2nd, 1842, and recorded in Mortgage Record 19, page 46, in the Recorder's Office of Tuscarawas County, which mortgage has been paid but has not been released on the records, said estate or interest being adverse to plaintiff's right and interest in and to said premises.

Wherefore, plaintiff prays that the defendants may be compelled to show their said interest or interests in and to said real estate, and that the same may thereupon be adjudged to be null and void, that plaintiff's title may be quieted against the same, that said mortgage may be ordered cancelled upon the records, and for all other relief as may be necessary in the premises.

June 2, 1924.

AFFIDAVIT OF PUBLICATION. Maria Moore, being first duly sworn, deposes and says that service of summons cannot be made within this County or State upon the defendants herein for the reason that their names and places of residence are unknown to her and cannot with reasonable diligence be ascertained, and that this case is one of those mentioned in Section 11292 of the General Code of Ohio, at Part Nine thereof.

Properly signed and sworn to.



1924  
Court action

55' 00 92  
55' 72 92  
55'

*deceased*

COURT OF COMMON PLEAS  
TUSCARAWAS COUNTY, OHIO

ACTION TO QUIET TITLE.

App Doc 71/16215  
C.A.R. 108/65  
Jr. 58/11

assigns &  
Jacob Nessly,  
Lucy Deselms,  
Judith Groff and  
William Gardner, deceased.

Defendants

June 2, 1924            PETITION FILED WHICH RECITES: Plaintiff is  
the owner in fee simple and is in actual poss-  
ession of the following described real estate,  
to-wit: Premises as described at Item # 17.

The unknown heirs, assigns and devisees of Jacob Nessly,  
Lucy Deselms and Judith Groff, all deceased, whose names and  
places of residence are wholly unknown to plaintiff and cannot be  
ascertained, claim an estate or interest in said premises under  
and by virtue of the Last Will and Testament of Jacob Nessly,  
deceased, filed in the Probate Office of Tuscarawas County, Ohio  
July 23rd, 1833, and recorded in Will Book 1, at page 205, which  
estate or interest is adverse to plaintiff's rights and interest.

The unknown heirs, assigns and devisees of William Gardner,  
deceased, whose names and places of residence are wholly unknown  
to plaintiff and cannot be ascertained, claim an estate or inte-  
rest in said premises under and by virtue of a certain mortgage  
dated December 2nd, 1842, and recorded in Mortgage Record 19, page  
46, in the Recorder's Office of Tuscarawas County, which mortgage  
has been paid but has not been released on the records, said es-  
tate or interest being adverse to plaintiff's right and interest  
in and to said premises.

Wherefore, plaintiff prays that the defendants may be com-  
pelled to show their said interest or interests in and to said  
real estate, and that the same may thereupon be adjudged to be  
null and void, that plaintiff's title may be quieted against the  
same, that said mortgage may be ordered cancelled upon the  
records, and for all other relief as may be necessary in the pre-  
mises.

June 2, 1924.            AFFIDAVIT OF RUBLICATION. Maria Moore, being  
first duly sworn, deposes and says that service  
of summons cannot be made within this  
County or State upon the defendants herein for the reason that  
their names and places of residence are unknown to her and cannot  
with reasonable diligence be ascertained, and that this case is  
one of those mentioned in Section 11292 of the General Code of  
Ohio, at Part Nine thereof.

Properly signed and sworn to.

July 19, 1924.

LEGAL NOTICE. I, A. A. Hoopingarner, General Manager of The Tuscarawas Publishing Co., Publishers, being duly sworn, do say that the Notice hereto attached was published in THE DAILY REPORTER on the 4 day of June, A. D. 1924 and continued therein 6 consecutive weeks during all of which time said paper was printed and in general circulation in said County.

Properly signed and sworn to.

The unknown heirs, assigns, devisees and personal representatives of Jacob N\_\_\_\_\_, Lucy Deselms, Judith Groff and William Gardner, all deceased, will take notice that on the 2nd day of June, 1924, Maria Moore filed an action in the Court of Common Pleas of Tuscarawas County, Ohio, against them in Cause No. 16215, praying in substance that her title might be quieted in and to the following described real estate:

Premises described at Item #17.

Also praying that the unknown heirs, assigns and devisees of Jacob Nessly, Lucy Deselms and Judith Groff may be compelled to answer and show whatever interest they may have or claim in and to said premises under the Last Will and Testament of Jacob Nessly, deceased, or otherwise, and praying that the unknown heirs, assigns and devisees of William Gardner, deceased, may be compelled to answer and show whatever interest they may have or claim in and to the said premises by reason of a certain mortgage dated December 2nd, 1842, from James Pilling and wife and Thomas Benton and wife to William Gardner, which mortgage is not released upon the records.

Also praying that whatever interests said defendant may have or claim in and to said premises may be declared null and void as against plaintiff's title and said mortgage cancelled upon the records.

Defendants are required to answer plaintiff's petition on or before the 9th day of August, 1924.

Wilkin, Fernsell and Fisher, Attorneys for Plaintiff.

August 4, 1924.

JOURNAL ENTRY. This day this cause came on to be heard upon the petition of the plaintiff and the evidence, the defendants being in default for answer and demurrer, and thereupon the Court finds that the allegations of said petition are true and that the plaintiff is entitled to the relief demanded.

The court further finds that publication of the pendency and prayer of the petition herein was made in The Daily Reporter, a newspaper of general circulation in Tuscarawas County, Ohio, for six consecutive weeks on and after the 4th day of June, 1924; and that said publication and proof thereof has been in all respects regular and according to law.

The court further finds that at the time of bringing this action, the plaintiff was entitled to and was in possession of the real property described in the petition and that she had the legal estate therein; that plaintiff and her predecessors in title had the actual and uninterrupted possession of said premises for more than twenty-one years last past; that none of the defendants have any estate in, or are entitled to the possession of, said real estate or any part thereof; and that the plaintiff ought to have her title and possession quieted as against each and every one of said defendants, as prayed for in her petition.

It is therefore ordered, adjudged and decreed that the title possession of said Maria Moore to all and singular the premises in the petition described, to-wit:

Premises as described at Item # 17.

be and the same are hereby quieted as against the defendants, and each and everyone of them, and all persons claiming under them or any of them; and that they are hereby forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of said Maria Moore, her successors or assigns thereto.

*Copy of abstract prepared by*  
*\_\_\_\_\_ Mrs. Jessie A. X.*

Item 36.

|                            |   |                             |
|----------------------------|---|-----------------------------|
| Maria Moore, (no marital   | ) | RIGHT OF WAY                |
| status given);             | ) | Consideration \$1.00        |
|                            | ) | Dated August 28, 1925       |
| to                         | ) | Filed September 28, 1925    |
|                            | ) | Recorded September 28, 1925 |
| The Ohio Fuel Gas Company. | ) | Volume 18 Page 102          |
|                            | ) | Lease Record.               |

Grant to The Ohio Fuel Gas Company ( hereinafter called the Company), its successors and assigns, the right to lay a pipe line, and maintain, operate, repair, replace, and remove the same and to erect, maintain, operate and remove a telegraph or telephone line along said pipe line, if the same be found necessary, over and through her lands situate in Oxford Township, Tuscarawas County, and State of Ohio, and bounded and described as follows:

On the North by lands of B. S. McKenzie  
On the East by lands of Elmira Smith  
On the South by lands of Tuscarawas River  
On the West by lands of Public Road. S. C. Holliday, The Globe Clay Co.

Said lands being in Section No. Gr. Twp. No. Twp. No. Range No. 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 damages which may arise to crops and fences from the laying, maintaining and operating 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 Grantor her 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; also may change the site of its pipes; the same may be done without interruption to the use of said line; the damages, if any, to crops and fences in making such change to be paid by the Company.

While gas shall be conveyed by this Company through said premises in said pipe line. Grantor shall have the right and privilege of purchasing gas for domestic use on said premises subject to the company's rules and regulations and at a rate not exceeding that charged for domestic gas in the nearest city or village.

Properly signed, witnessed and acknowledged.

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ITEM 37.

|                         |   |                           |
|-------------------------|---|---------------------------|
| Maria Moore, widow;     | ) | EASEMENT.                 |
|                         | ) | Consideration \$1.00      |
|                         | ) | Dated October 19, 1925    |
|                         | ) | Filed November 30, 1925   |
| to                      | ) | Recorded December 3, 1925 |
|                         | ) | Volume 18 Page 158        |
|                         | ) | Lease Record.             |
| The Ohio Power Company. | ) |                           |

WITNESSETH: That for and/ in consideration of the sum of one dollars in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grant, bargain, Sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees and tenants to construct, erect, operate and maintain a line or lines for the purpose of transmitting electric or other power and a telegraph or telephone line or lines in, on, along, over, through or across the following described lands situated in Oxford Township, in the County of Tuscarawas in the State of Ohio, and part of Section No., Township No. 5 N and Range No. 3 W and bounded:

- On the North by the lands of Ohio Canal
- On the East by the lands of C & C Leiser & C. Brown
- On the South by the lands of Tuscarawas River
- On the West by the lands of M. C. & G.A. Stewart & Public Road S. Opphile

Said poles to be located along west property line.

Permission is given to trim only. No trees to be cut down.

Together with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables adding thereto from time to time, across, through or over the above described premises, to cut and remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles and or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing, or adding to the number of said poles, structures, fixtures and wires and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided, however, the said Ohio Power Company its successors or assigns, shall further pay to me or my heirs or assigns, the sum of \$5.00 for each pole erected on said lands hereinbefore described, from time to time, whenever and as soon as any poles are erected thereon, and this indenture contains all agreements, expressed or implied, between the parties hereto.

To have and to hold the same unto said party of the second part, its successors and assigns.

Properly signed. witnessed and acknowledged.

S. OLMSTEAD  
 TORNEY AT LAW  
 SAV. & TR. BLDG.  
 PHILADELPHIA, OHIO



|                           |   |                           |
|---------------------------|---|---------------------------|
| Maria Moore, widow;       | ) | EASEMENT.                 |
|                           | ) | Consideration \$1.00      |
|                           | ) | Dated October 19, 1925    |
| to                        | ) | Filed November 30, 1925   |
|                           | ) | Recorded December 4, 1925 |
|                           | ) | Volume 18 Page 173        |
| The Ohio Service Company. | ) | Lease Record.             |

WITNESSETH: That for and in consideration of the sum of one & 00/100 dollars in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grant, bargain, see, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees and tenants to construct, erect, operate and maintain a line or lines for the purpose of transmitting electric or other power and a telegraph or telephone line or lines in, on, along, over, through or across the following described lands situated in Oxford Township Township, in the County of Tuscarawas in the State of Ohio, and part of Section No... Township No. 5 N. and Range No. 3 W and bounded:

- On the North by the lands of Ohio Canal
- On the East by the lands of C & C Leiser & C. Brown.
- On the South by the lands of Tuscarawas River
- On the West by the lands of M. C. & G. A. Stewart & Public Road S. Ophile

Company to use 45 foot poles in front of house, cross and wires to be at top of pole. Trim only top of branches in front of yard and use tree wire when passing through all other trees. No trees near culvert to have limbs cut out. No poles to be placed in front of yard or in private driveway.

Together with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables adding thereto from time to time, across, through or over the above described premises, to cut and remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles and or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said The Ohio Service Company, its successors or assigns, shall further pay to me or my heirs or assigns, the sum of \$1.00 for each pole erected on said lands hereinbefore described, from time to time, whenever and as soon as any poles are erected thereon, and this indenture contains all agreements, expressed or implied, between the parties hereto.

lies To have and to hold the same unto said party of the second part, its successors and assigns.

Instrument properly signed, witnessed and acknowledged.

-----



Item 40.

IN THE MATTER OF THE ESTATE )  
OF MARIA MOORE, DECEASED. )

Will Record 32 Page 89

LAST WILL AND TESTAMENT

I, Maria Moore, of Newcomerstown, Ohio, being about 80 years of age and of sound mind and disposing memory do make, publish, and declare this my last will and testament, hereby revoking all former wills by me made.

Item First It is my will that all my just debts, if there be any, expenses of last sickness and funeral shall be paid out of my estate, as soon after my death, as reasonably may be.

Item Second. All the remainder of my estate, after paying the above, consisting of real estate and personal property, of whatsoever kind and description, I hereby give, devise and bequeath to my three children, Carlesta Eckfeld, of Dennison, Ohio, Anna M. Zimmer, of Newcomerstown, Ohio, and David Burris Moore, of Newcomerstown, Ohio, to be divided equally among them share and share alike.

Item Third. I do hereby nominate and appoint my son, David Burris Moore, executor of this my last will and testament and desire that he shall so serve without bond.

In Witness Whereof, I have hereunto set my hand

Maria Moore

this 15th. day of June in the year of our Lord nineteen hundred and twenty-eight.

Maria Moore

Signed and acknowledged by the said Maria Moore, as her last will and testament in our presence and signed by us in her presence, at her request and in the presence of each other, this 15th. day of June, A. D. 1928.

H. J. Freehofer Address 416 N. Bridge St.  
Newcomerstown, O.

Geo. A. Beers Newcomerstown, Ohio

-----  
The application to admit the Will to probate states that the decedent died March 8, 1929 leaving

|                    |          |                   |
|--------------------|----------|-------------------|
| Carlesta Eckfeld   | Daughter | Dennison, O.      |
| Anna Zimmer        | "        | Newcomerstown, O. |
| David Burris Moore | Son      | Newcomerstown, O. |

-----  
NOTICE TO NEXT OF KIN

Notice to next of kin was issued March 12, 1929 for Carlesta

Eckfeld, Anna Zimmer and David Burris Moore, which was returned as follows:

We, the undersigned persons within named hereby acknowledge service of the within notice this 15th. day of March, A. D. 1929.

Carlesta Eckfeld  
Anna Moore Zimmer  
David B. Moore

-----  
ORDER OF PROBATE

This matter came on this day further to be heard on the application of David Burris Moore to admit to probate and record the will of Maria Moore, late of the township of Oxford in said county, deceased, heretofore filed in this court.

It is now shown to the satisfaction of the court that said decedent died leaving no widower and that all the next of kin of said decedent, resident of Ohio, have been duly served with notice of the filing of said will and of the application to admit it to probate and record in this court, pursuant to a former order of this court.

And H. I. Freehofer and Geo. A. Beers, the subscribing witnesses to said will, this day appeared in open court and having been duly sworn, testified respectively to the due execution and attestation of said will, which testimony was reduced to writing, was subscribed by them respectively and was filed with said will.

Thereupon the court finds that the aforesaid instrument of writing is the last will and testament of said Maria Moore, deceased; that it was duly executed and attested; and that the said testator, at the time of signing said will, was of lawful age, of sound mind and memory and not under any restraint.

Therefore, the court orders the admitting of said will to probate and that it, together with the said testimony of the witnesses above named, be entered of record in this court.

-----



Item 41.

|                        |   |                      |
|------------------------|---|----------------------|
| Maria Moore, deceased; | ) | CERTIFICATE OF WILL. |
|                        | ) | Dated March 20, 1929 |
| to                     | ) | Filed May 2, 1929    |
|                        | ) | Recorded May 3, 1929 |
| Carlesta Eckfeld,      | ) | Volume 209 Page 356  |
| Anna M. Zimmer and     | ) | Deed Record.         |
| David Burris Moore.    | ) |                      |

I, the undersigned Probate Judge of said County, do hereby certify that on the 20th. day of March, A. D. 1929 the last will and testament of Maria Moore, late of said County, was duly admitted to probate in this Court, and the same has been duly recorded in Vol. 32 page 89 of the Records of Wills in this office.

That by the terms of said will certain real estate was devised to Carlesta Eckfeld, Anna M. Zimmer and David Burris Moore, children of the said Maria Moore, deceased.

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

All the real estate of which the said Maria Moore died seized, said real estate not being described in said will.

-----

Item 42.

|                        |   |                         |
|------------------------|---|-------------------------|
| Maria Moore, deceased; | ) | AFFIDAVIT FOR TRANSFER. |
|                        | ) | Dated March 30, 1929    |
| to                     | ) | Filed April 3, 1929     |
|                        | ) | Recorded April 4, 1929  |
| Carlesta Eckfeld,      | ) | Volume 209 Page 241     |
| David B. Moore,        | ) | Deed Record.            |
| Anna Zimmer.           | ) |                         |

David B. Moore and Anna Zimmer being first duly sworn, say they are heirs at law of Maria Moore deceased; that on the 7th. day of March 1929 19.., the said Maria Moore died testate, residing at Newcomerstown, 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 the real estate hereinafter described:

|                  |                     |          |           |
|------------------|---------------------|----------|-----------|
| Carlesta Eckfeld | Dennison, Ohio      | Daughter | one-third |
| David B. Moore   | Newcomerstown, Ohio | Son      | one-third |
| Anna Zimmer      | Newcomerstown, Ohio | Daughter | one-third |

That on the ~~seventh~~ <sup>seventh</sup> day of March 1929 19, David B. Moore was duly appointed administrator of her estate by the Probate Court of Tuscarawas County, and thereafter filed his final account in execution of said trust.

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

Situate in the township of Oxford, county of Tuscarawas and State of Ohio and known as and being a part of the second quarter of the fifth township and third range and being a part of a 72 acre tract conveyed by Henry H. Woodard, Admx. of the estate of James Pilling dec'd to Francis Lytle and Maria Moore by deed recorded in Vol. 76 page 359 of the Tuscarawas County Deed Records

The residue of said 72 acre tract owned by the said Maria Moore at her death comprising about 34.61 acres of which 31.88 acres is land and 2.73 acres being in the Tuscarawas River. A more complete description of which will appear in a Quit Claim Deed of this date executed by Carlesta Eckfeld and Husband and David B. Moore and wife to Albert Zimmer and Anna Zimmer reference to which is hereby made.

Properly signed and sworn to.

-----

Item 43.

|                             |   |                        |
|-----------------------------|---|------------------------|
| Carlesta Eckfeld, and       | ) | QUIT CLAIM DEED.       |
| Alvin Eckfeld, her husband  | ) | Consideration \$1.00   |
| who releases dower only;    | ) | Dated March 29, 1929   |
| David B. Moore, and         | ) | Filed April 3, 1929    |
| Nina C. Moore, his wife who | ) | Recorded April 4, 1929 |
| releases dower only;        | ) | Volume 209 Page 242    |
| (all release dower);        | ( | Deed Record.           |
|                             | ) |                        |
| to                          |   |                        |
| Albert Zimmer and           | ) |                        |
| Anna Zimmer.                | ) |                        |

Remise, Release and forever Quit-Claim to the said Albert Zimmer and Anna Zimmer their heirs and assigns forever, the following Real Estate, situate in the County of Tuscarawas in the State of Ohio and in the Township of Oxford and bounded and described as follows, viz; being a part of the second quarter of township five and range three and being a part of a tract of 72 acres heretofore conveyed by Henry H. Woodard, Administrator of James Pilling, deceased, to Francis Lytle and Maria Morre, by deed recorded in Vol. 76 page 359 of the Tuscarawas County Deed Records, the part hereby conveyed being bounded as follows:--

Beginning at a post, south 4 deg. 19 min. west, 2285.4 feet from a point at the northeast corner of the above mentioned 72 acre tract; said beginning point also being on the north bank of the Ohio Canal at the southeast corner of a 41.45 acre tract heretofore conveyed out of the above mentioned 72 acre tract to The Canton Brick and Fireproofing Co.; thence along the east line of said 72 acre tract, south 4 deg. 30 min. west, 2276.7 feet to the middle of the Tuscarawas River; thence along the middle of said River south 76 deg. 15 min. west, 747.4 feet to a point at the southwest corner of said above mentioned 72 acre tract; thence along the west line of said 72 acre tract north 4 deg. 11 min. east, 2119.5 feet to a point at the southwest corner of the above mentioned 41.45 acre tract, on the north bank of the Ohio Canal; thence along the north bank of the Canal and on the south line of said 41.45 acre tract the two following courses and distances, north 64 deg. east, 763.1 feet; thence north 75 deg. 7 min. east, 149.8 feet to the place of beginning, containing 36.36 acres.

EXCEPTING therefrom a tract of 1.75 acres heretofore conveyed by James Pilling to The Steubenville & Indiana Railroad Co. by deed dated Feb. 10, 1864 and recorded in Vol. 61, page 449 of the Tuscarawas County Deed Records; leaving a balance of 34.61 acres to be hereby conveyed, 31.88 acres being land and 2.73 acres being in the Tuscarawas River.

and all the Estate, Title and Interest of the said Carlesta Eckfeld and David B. Moore 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 Albert Zimmer and Anna Zimmer, their heirs and assigns forever.

General and ordinary covenants - None.  
Instrument properly signed, witnessed and acknowledged.

Item 44.



|                         |   |                           |
|-------------------------|---|---------------------------|
| Albert Zimmer and       | ) | EASEMENT                  |
| Anna Zimmer (no marital | ) | Consideration \$2000.00   |
| status given; both      | ) | Dated January 16, 1930    |
| release dower;          | ) | Filed October 27, 1930    |
|                         | ) | Recorded October 31, 1930 |
| to                      | ) | Volume 212 Page 209       |
|                         | ) | Deed Record.              |
| State of Ohio.          | ) |                           |

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 Tuscarawas County, Ohio, Oxford Township, Secion..., Town..., Range..., and bounded and described as follows:

PARCEL NO. 11. Beginning at a point in the East line of Pilling St., said point being 286 feet north of the intersection of the north right-of-way line of the P. C. C. & St. L. R. R., and the East line of Pilling St.; thence South 40 deg. 49 min. East a distance of 53.73 feet to a point; thence South 10 deg. 32 min. East a distance of 132.36 feet to a point; thence South 4 deg. 11 min. West 98 feet to a point; thence South 73 deg. 37 min. West a distance of 68.34 feet to a point in the East right-of-way line of Pilling St., said point being 31 feet north of the intersection of the north right-of-way line of the P. C. C. & St. L. R.R. and the East line of Pilling Street, said point also being at right angles to and 15 feet from Sta. 8 / 90 in the center line of survey made by the Department of Highways; thence North 4 deg. 11 min. East a distance of 255 feet more or less to the place of beginning, and containing .29 acres.

PARCEL NO. 13. Beginning at a point in the East right-of-way line of Pilling Street, where the south right-of-way line of the P. C. C. & St. L. R.R. right-of-way intersects the same said point being at right angles to and 15 feet from Sta. 10 / 32 in the center line of survey made by the Department of Highways; thence North 73 deg. 37 min. East a distance of 62.80 feet to a point in the said south right-of-way line of the P.C. C. & St. L. R.R.; thence South 9 deg. 19 min. West a distance of 490.90 feet to a point; thence South 4 deg. 11 min. West a distance of 250 feet to a point; same being at right angles to and 40 feet from Sta. 16 / 55; thence in an easterly direction at right angles to the last named property line a distance of 25 feet to a point in the East line of Pilling Street, said point also being 15 feet from and at right angles to Sta. 16 / 55; thence North 4 deg. 11 min. East running with and binding on the east line of Pilling St., a distance of 471.32 feet to the place of beginning, and containing .59 acres.  
January 16, 1930.  
as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

In consideration of the sum of Two thousand Dollars (\$2000.00) hereinbefore mentioned, we do hereby waive the service of notice provided for in Section 1229-11. General Code of Ohio, and do further hereby release the State of Ohio, The County of Tuscarawas and the P.C.C. & St. L. Railroad Company, from any and all claims of damage of every kind and nature whatsoever arising from or in any manner growing out of the elimination of the crossing at grade of the tracks of the P.C.C. & St.L. Railroad Company and S.H. I. & G. Co. No. 415, Section Pilling St. G.C., located in Oxford Twp. in Tuscarawas County, Ohio.

CONFYANCE  
OUT

S. OLMSTEAD  
TORNEY AT LAW  
SAV. & TR. BLDG.  
PHILADELPHIA, OHIO

Albert Zimmer  
Anne M. Zimmer, Grantors.

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

General and ordinary covenants of warranties.

Instrument properly signed, witnessed and acknowledged.

-----



Item 45.

Albert Zimmer and Ann M. ) EASEMENT.  
Zimmer, his wife; ) Consideration \$1.00  
) Dated July 8, 1930  
) Filed September 16, 1930  
to ) Recorded September 16, 1930  
) Volume 212 Page 102  
The Ohio Power Company. ) Deed Record.

WITNESSETH: That for and in consideration of the sum of One Dollars in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part hereby grant, bargain, sell, convey and warrant to the party of the second part, its successors and assigns, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across the following described lands situated in Oxford Township, in the County of Tuscarawas in the State of Ohio, and part of Section No..., Township No. 5 N and Range No. 3 W and bounded:

On the North by the lands of Canton Brick Co.

On the East by the lands of Leiser

On the South by the lands of Tuscarawas River <sup>or</sup> Highway #16

On the West by the lands of Filling St., Corporation line

Poles to be removed when viaduct is completed. Said poles are being moved on account of Building Viaduct.

TOGETHER with the right to said party of the second part, its successors and assigns to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, at its option to cut and remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided, however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to us or our heirs or assigns, the sum of \$... for each pole erected on said lands, hereinbefore described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at or mailed to the office of the Grantee at One

South Fourth Street, Columbus, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.

Instrument properly signed, witnessed and acknowledged.

-----

Item 46.

IN THE MATTER OF THE ESTATE ) ad doc 23/175 #15855  
 ) Decedent died April 8, 1937  
OF ALBERT ZIMMER, DECEASED. ) Anna M. Zimmer, Executrix

April 20, 1937 Will and application to admit to Probate filed. Waiver of notice filed. Notice of Probate ordered and issued. Set for hearing April 24, 1937 at 9 o'clock A.M. WR 41/330

April 27, 1939 Written testimony of witnesses taken and filed. Will probated. Record ordered.  
WR 41/330

Application, statement and affidavit for appointment of Executrix filed. Appointment made. Bond dispensed with by provisions of will. Letters ordered and issued. Record ordered.  
ExR 15/503

May 15, 1937 Proof of publication of notice of appointment filed. Record ordered. ExR 15/504

April 27, 1938 Application for appraisers filed. Appraisers appointed: -Frank W. Schwab, Clancy Vognitz and Geo. A. Beers. Appraisement ordered. Order issued.  
ExR 15/503

May 7, 1937 Inventory filed. Set for hearing June 7, 1937, at 9 o'clock A.M. Notice issued.  
IA 26/129

May 25, 1937 Notice of hearing returned with proof of service endorsed thereon.

June 7, 1937 Inventory approved and ordered to record.  
IA 26/129

September 8, 1937 Schedule of Debts filed. Set for hearing Oct. 11, 1937 at 9 o'clock A.M. Notice issued.  
SDR 4/543

September 27, 1937 Notice of hearing returned with proof of service endorsed thereon.

October 11, 1937 Schedule of debts approved and ordered to record.  
SDR 4/543

September 13, 1937 Spouse elects to take under Will. Record ordered  
WR 41/599

June 17, 1937 Application to transfer real estate filed. Order issued to Recorder of Tuscarawas County.  
TR 4/517

July 21, 1937 Order returned and filed. See Deed Record #225 Page 20, Record ordered.

December 18, 1937 First and final account filed.  
FAR 97/249

January 24, 1938 First and final account approved and ordered  
to record. FAR 97/249

May 15, 1937 Petition to determine Inheritance Tax filed.  
Finding of Tax made.

Certified copy of order fixing Tax sent to  
Tax Commission and notice of Tax issued.

May 25, 1937 Consent and waiver received from Tax Commission.

June 3, 1937 Certified copy of Record transmitted to Auditor  
of State.

May 26, 1937 Notice of payment of Tax filed. Record ordered.  
Inh Tax 14/403

Costs Paid.

Executrix Discharged

-----

December 18, 1937 First and final account filed.  
FAR 97/249

January 24, 1938 First and final account approved and ordered  
to record. FAR 97/249

May 15, 1937 Petition to determine Inheritance Tax filed.  
Finding of Tax made.

Certified copy of order fixing Tax sent to  
Tax Commission and notice of Tax issued.

May 25, 1937 Consent and waiver received from Tax Commission.

June 3, 1937 Certified copy of Record transmitted to Auditor  
of State.

May 26, 1937 Notice of payment of Tax filed. Record ordered.  
Inh Tax 14/403

Costs Paid.

Executrix Discharged

-----



Item 47.

IN THE MATTER OF THE ESTATE )  
 OF ALBERT ZIMMER, DECEASED. ) Will Record 41 Page 330

LAST WILL AND TESTAMENT

KNOW ALL MEN BY THESE PRESENTS: That I, Albert Zimmer, of Newcomerstown, Ohio, being of sound mind and of disposing intentions, do hereby make, publish, and declare this to be my last will and testament, hereby revoking any and all wills by me heretofore made.

Item 1. It is my desire that my just debts, and the expense of my last sickness and funeral shall be paid out of my estate as soon after my decease as may be found convenient.

Item 2. To my beloved wife, Anna M. Zimmer, I give, devise and bequeath all my estate, whether real, personal, or mixed, of which I may die seised and possessed, wheresoever the same may be located, to have and to hold the same absolutely and forever.

Item 3. I hereby nominate and appoint my said wife, Anna M. Zimmer to be the executrix of my estate and desire that she may be appointed and qualified as such without bond, and further desire that no appraisement be had of my estate other than the law directs.

In Witness Whereof, I have hereunto set my hand this 22nd. day of December, 1921.

Albert Zimmer.

Signed and acknowledged by the said Albert Zimmer as his last will and testament in our presence, and signed by us as witnesses in the presence of the said Albert Zimmer, and in the presence of each other, the day and year above set forth.

E. E. Lindsay  
R. K. Lindsay

-----

The application to admit the will to probate states that the decedent died April 8, 1937 leaving

|                  |       |          |                                 |
|------------------|-------|----------|---------------------------------|
| Anna M. Zimmer   |       | widow    | Newcomerstown, Ohio             |
| Frederick Zimmer | Adult | Son      | 2810 Ninth St., S.W., Canton, O |
| Lois Zimmer      | "     | Daughter | Newcomerstown, Ohio             |
| David Zimmer     | "     | Son      | East Liverpool, Ohio            |
| Marian Zimmer    | "     | Daughter | Newcomerstown, Ohio             |

-----

Item 47.

WAIVER

We, the undersigned widow and next of kin of the within named decedent, hereby waive further notice, and consent to the probate of said will.

Dated this 15th. day of April, 1937.

Anna M. Zimmer  
Lois Zimmer  
Frederick M. Zimmer  
David C. Zimmer  
Marian A. Zimmer

-----  
ORDER OF PROBATE

This day this cause came on to be heard upon the application to admit said Will to probate; due notice having been given to the surviving spouse and next of kin of the Testator, known to be resident of the State of Ohio, pursuant to the former order of the Court.

Thereupon, came E. E. Lindsay and R.K. Lindsay, the subscribing witnesses to said Will, who, being duly sworn, testified as to the execution and attestation of said Will; which testimony was reduced to writing, by said witnesses respectively subscribed, and filed with said Will.

Whereupon, the Court finds the aforesaid instrument of Writing is the 1st Will and Testament of said Albert Zimmer, Deceased; that the same was duly executed and attested; and that the said Testator, at the time of making, signing and sealing the same was of full age, of sound mind and memory, and not under restraint.

It is therefore, by the Court ordered, that the said Will be admitted to Probate, and that the same, together with the testimony of the witnesses above named, be entered of record in this Court.

-----

Item 48

IN THE MATTER OF THE ESTATE )  
OF ALBERT ZIMMER, DECEASED. ) Will Record 41 Page 599

ELECTION OF WIDOW

I, the undersigned, widow of Albert Zimmer, deceased, late of Tuscarawas County, Ohio, fully cognizant of the provisions of said Will, do hereby elect to take under the Will; my election so made to be filed and entered of record in said Court.

Anna M. Zimmer,

Widow of Albert Zimmer, deceased.

-----



Item 50.

Anna M. Zimmer, unmarried; ) REAL ESTATE CONTRACT.  
                                  ) Consideration \$1000.00  
                                  ) Dated April 6, 1951  
                                  ) Filed April 10, 1951  
                                  ) Recorded April 13, 1951  
Merle L. Wise.                  ) Volume 319 Page 263  
                                  ) Deed Record.

WITNESSETH: That the said party of the First Part has this day agreed to sell unto the said party of the Second Part, his heirs and assigns forever, the following Real Estate situated in the County of Tuscarawas, Township of Oxford and State of Ohio, and described as follows:

Situated in the County of Tuscarawas, State of Ohio and in the Township of Oxford and being located in Quarter 2, Township 5, Range 3, near the corporation line of Newcomerstown and located on State Route No. 16 and being more particularly described as the Northerly portion of a tract as shown on a plat of property to be appropriated which was owned by Albert and Anna Zimmer on S.H. 413, Section H. Oxford Township, Parcels Nos. 3, as shown on said plat. Further described as that portion of property cut off by State Highway No. 16 at the intersection of Canal Street.

Being approximately 200 feet in length and 140 feet in depth which includes the Ohio Canal.

A more accurate description to be made by mutual agreement by an independent surveyor as soon as possible.

together with all privileges and appurtenances thereunto belonging.

And the said party of the Second Part for himself and for his heirs, executors, administrators and assigns, doth hereby agree to pay to the said party of the First Part, her heirs, executors, administrators or assigns, for the real estate, foresaid, the sum of One Thousand and No/100 Dollars, payable as follows: At the rate of \$40.00 per month with interest from date of this contract at the rate of 4% per annum payable semi-annually. First payment on this contract to be one month after the date of execution thereof.

together with interest from this date, to be paid semi-annually, and the said party of the Second Part also agrees to pay all taxes and assessments of every description whatsoever, that may be levied upon said Real Estate from and after the date of these presents.

Now, if the said party of the Second Part, or his heirs, executors, administrators or assigns shall well and truly pay the said purchase money, interest and taxes, named in this agreement, as it becomes due, the said party of the First Part, or her heirs, executors, administrators or assigns will well and truly make, execute and deliver unto the said party of the Second Part, or to his heirs or assigns a General Warranty Deed of the Real Estate aforesaid, with covenants and warranties against all dower rights and all other incumbrances, on the date of last payment in full for the purchase price. But on failure of the party of the Second Part to pay the purchase money, or any part thereof; or the interest and taxes, as above mentioned, then this agreement to be void as regards the party of the First Part, at her option.

Properly signed, witnessed and acknowledged.



Item 51.

|                            |   |  |
|----------------------------|---|--|
| Anna M. Zimmer, unmarried; | ) | WARRANTY DEED.                           |
| she released dower;        | ) | Consideration \$1.00                     |
|                            | ) | Dated August 4, <u>One thousand nine</u> |
| to                         | ) | <u>hundred and Fifty-one (1952).</u>     |
|                            | ) | Filed August 11, 1952                    |
| Merle L. Wise.             | ) | Recorded August 15, 1952                 |
|                            | ) | Volume 331 Page 307                      |
|                            | ) | Deed Record                              |

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, his heirs and assigns, the following described premises, situated in the Township of Oxford, County of Tuscarawas and State of Ohio:

Being a part of the 36.36 acre tract conveyed to Anna Zimmer by deed recorded in Vol. 225 at page 20 of the County Deed Records, said tract being in the second quarter of Township 5, Range 3 and the part hereby conveyed being more fully bounded and described as follows:

Beginning on the west line of the 36.36 acre tract, South 4 deg. 21 min. 30 sec. West, 82.82 feet from the northwest corner of said tract; thence with the line of the Ohio Canal Land, North 64 deg. 11 min. East, 105.75 feet to the northwest right-of-way line of the State Highway opposite Station 7 plus 48.50; thence along said right-of-way line by a curve to the left having a radius of 926.47 feet a distance of 50.98 feet to a concrete monument opposite State Highway Station 7; thence by a radial line of said curve, South 55 deg. 41 min. 30 sec. East, 10 feet to a concrete monument; thence continuing along the right-of-way line by a curve to the left having a radius of 916.47 feet, a distance of 173.42 feet to a point where the right-of-way line intersects the west line of the 36.36 acre tract; thence along the west line thereof, North 4 deg. 21 min. 30 sec. East, 152.43 feet to the beginning, containing 0.149 acre, more or less, but subject to all legal rights-of-way.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever.

General and ordinary covenants of warranty except that the grantee assumes taxes for the year 1951 payable December 20, 1951 and thereafter, grantor agrees to pay the taxes for second half of 1950 payable June 20, 1951.

IN WITNESS WHEREOF, I have hereunto set my hand, the 4th day of August, in the year of our Lord one thousand nine hundred and Fifty-One (1952).

Properly witnessed.

STATF OF OHIO )  
TUSCARAWAS COUNTY) ss. Before me, a Notary Public in and for said County and State, personally appeared Anna M. Zimmer, unmarried who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

S. OLMSTEAD  
TORNEY AT LAW  
SAV. & TR. BLOC.  
PHILADELPHIA, OHIO

ONVEYANCE  
OUT

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at Newcomerstown, Ohio, this 4th day of August A. D. 1952.

Robert J. Stoffer, Notary Public  
My commission expires March 1, 1955.

-----

Item 52.

Anna M. Zimmer, unmarried; ) QUIT CLAIM DEED.  
                                  ) Consideration \$1.00  
                                  ) Dated August 9, 1952  
                                  ) Filed August 11, 1952  
                                  ) Recorded August 15, 1952  
to )  
Olive S. Adkins. ) Volume 331 Page 310  
                                  ) Deed Record.

Give, grant, remise, release and forever quit-claim unto the said grantee, her heirs and assigns forever, all such right and title as she the said grantor, have or ought to have in and to the following described piece or parcel of land, situated in the Township of Oxford, County of Tuscarawas and State of Ohio:

Being a part of the 36.36 acre tract conveyed to Anna Zimmer by deed recorded in Vol. 225 at Page 20 of the County Deed Records, said tract being in the second quarter of Township 5, Range 3 and also being a certain part of the Ohio Canal land bounded and described as follows:

Beginning on a southerly line of Ohio Canal Land at Station 2843 plus 17.4; thence along the southerly line thereof south 64 deg. 11 min. West 105.75 feet to Station 2844 plus 23.15; thence North 4 deg. 21 min. 30 sec. East 82.82 feet; thence North 64 deg. 11 min. East 105.75 feet; thence South 4 deg. 21 min. 30 sec. West 82.82 feet to the beginning, containing 0.136 acres more or less.

TO HAVE AND TO HOLD the premises aforesaid, with the appurtenances thereunto belonging to the said grantee her heirs and assigns, so that neither the said grantor, nor her heirs, nor any other persons claiming title through or under her shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall be these presents be excluded and forever barred.

General and ordinary covenants - None.

Instrument properly signed, witnessed and acknowledged.

-----

CONVEYANCE  
OUT

Item No. 53

AUDITOR'S TRANSFER RECORD

OXFORD TOWNSHIP

NEWCOMERSTOWN SCHOOL LAND

ANNA M. ZIMMER

-----

| R | T | QR. | DESCRIPTION | LAND    | BUILDINGS | TOTAL   |
|---|---|-----|-------------|---------|-----------|---------|
| 3 | 5 | 2   | 33.385 Ac.  | \$2100. | \$6060.   | \$8160. |

-----

Item No. 54

T A X E S

TAXES for the year 1952 have been paid in full.

No special assessments appear on the current

Tax Duplicate.

-----

Item No. 55

LIENS AND INCUMBRANCES

|                                       |      |
|---------------------------------------|------|
| MORTGAGES                             | NONE |
| LEASES, EXCEPT AS HEREIN SET FORTH    | NONE |
| EASEMENTS, EXCEPT AS HEREIN SET FORTH | NONE |
| MECHANIC'S LIENS                      | NONE |
| FEDERAL TAX LIENS                     | NONE |
| PERSONAL PROPERTY                     | NONE |
| UNEMPLOYMENT COMPENSATION TAX LIENS   | NONE |
| MOTOR VEHICLE LIABILITY LIENS         | NONE |
| MISSC. RECORD ENTRIES                 | NONE |
| SURETYSHIP LIENS                      | NONE |
| JUDGMENTS                             | NONE |
| CERTIFIED JUDGMENTS                   | NONE |
| SPECIAL SALES TAX JUDGMENTS           | NONE |
| DOMESTIC EXECUTIONS                   | NONE |
| FOREIGN EXECUTIONS                    | NONE |
| PENDING SUITS                         | NONE |
| ATTACHMENTS                           | NONE |
| RECOGNIZANCE LIENS                    | NONE |

NOTE: Mortgages and other liens  
properly cancelled are  
omitted from this abstract.

-----



THE STATE OF OHIO

SS:  
TUSCARAWAS COUNTY

ABSTRACTER'S CERTIFICATE

We hereby certify that the foregoing limited Abstract of Title, consisting of 55 items numbered from "1" to "55", both inclusive, is a true and correct limited abstract of title of the premises described upon the caption hereof as shown by the records of Tuscarawas County, Ohio, for the period beginning March 30, 1800 and ending December 9, 1953, at 8:00 A.M.; that there are no uncanceled liens or incumbrances against said premises apparent upon the records of said county for the period of this examination, except such as are hereinbefore set forth.

No search was made for (1) judgments in Federal Courts, (2) Chattel Mortgages upon fixtures attached to the real estate, (3) Rights of parties in possession, (4) Special assessments not appearing on the current tax duplicate, (5) Zoning ordinances or restrictions in use imposed by ordinances of the Village of Newcomerstown, Ohio. All searches were made from indices only.

This limited abstract of title was prepared at the instance and for the use of Anna M. Zimmer, Newcomerstown, Ohio.

Done at New Philadelphia, Ohio, this 9th day of December, A. D. 1943.

  
P. S. OLMSTEAD, Attorney-Abstracter  
New Philadelphia, Ohio

Item No. 56

Anna M. Zimmer, widow and not  
re-married, also known as  
Anna Zimmer,

To

The First National Bank of Akron,  
Ohio, Trustee, Akron, Ohio

WARRANTY DEED  
Consideration \$10.00  
Dated December 22, 1953  
Filed December 24, 1953  
Recorded December 29, 1953  
Vol. 343 page 432  
Deed Records

Give, grant, bargain, sell and convey unto the said grantee,  
its successors and assigns, the following described premises:-

Situate in the Township of Oxford, County of Tuscarawas and  
State of Ohio:-

Being a part of the 36.36 acre tract conveyed to  
Anna Zimmer by deed recorded in Vol. 225 at page 20 of the County  
Deed Records, said tract being located in the Second Quarter of  
Township 5, Range 3, the part hereby conveyed being bounded and  
described as follows:-

Beginning at an iron pin on the east line of the  
36.36 acre tract where the same is intersected by the northerly  
right of way line of the Penna. Railroad; thence with the right  
of way line, south 74 deg. 03 min. west 758.5 feet to an iron pin  
on the west line of the 36.36 acre tract, which is also the east  
corporation line of the Village of Newcomerstown; thence with said  
line, north 4 deg. 21 min. 30 sec. east, 31.0 feet to the right  
of way line of the State Highway; thence along said right of way  
line the following eight courses: North 74 deg. 03 min. east,  
68.34 feet to an iron pin; thence north 4 deg. 21 min. 30 sec.  
east, 94.0 feet; thence south 10 deg. 21 min. 30 sec. east, 4.0  
feet; thence north 4 deg. 21 min. 30 sec. east, 164.52 feet;  
thence by a curve to the right having a radius of 801.47 feet  
a distance of 145.22 feet to a point opposite the State Highway  
Station 4 00; thence by a radial line of said curve, northwest-  
ward, 20.0 feet; thence by a curve to the right having a radius  
of 821.47 feet, a distance of 372.77 feet to a point opposite the  
State Highway Station 8 00; thence by a radial line to said  
curve northwestward 30.0 feet; thence by a curve to the right  
having a radius of 851.47 feet a distance of 650.76 feet to an  
iron pin where the right of way line intersects the east line  
of the 36.36 acre tract; thence with the east line of the 36.36  
acre tract thereof south 5 deg. 08 min. west, 885.4 feet to the  
place of beginning, containing 12.26 acres, more or less, but  
subject to all legal rights of way.

Together with an Easement or the right to the use of a  
certain small creek running through a tract of land owned by the  
said grantor and lying immediately south of the above described  
premises and south of the Pa. Railroad Company right of way for  
the purpose of conducting water used by the said grantee, its  
successors and assigns, in the operation of any manufacturing  
or industrial plant on the premises above described. The said  
grantor shall maintain said creek, free and clear of all ob -

structions.

In the event said easement shall hereafter be surrendered said obligation shall thereupon cease and terminate.

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantee, its successors and assigns forever.

General and ordinary covenants of warranty except the taxes for the year 1953 due December 20, 1953, and June 20, 1954, which shall be paid by the said grantor; also excepting all Easements of record.

Instrument properly signed, witnessed and acknowledged.

-----

Re-certified at New Philadelphia, Ohio, this 24th day of December, A. D. 1954.



P. S. OLMSTEAD, Attorney-  
Abstracter,  
New Philadelphia, Ohio

The following is a Continuation  
from December 24, 1954 to August 12, 1974.

-----

Item /

Anna M. Zimmer

to

Walter Smith

Edna Miller Smith

)  
)  
)  
)  
)  
)  
)

Lease

Date Feb. 26, 1952

Filed Sept. 24, 1959 at 11:11 AM

Recorded Sept. 26, 1959

Vol. 60 Page 457

Lease Records

TERM: Five (5) years

Covers premises Oxford Township, Tuscarawas  
County, Ohio, Range 3, Township 5 being  
premises herein abstracted.

REMAINS UNCANCELLED ON THE RECORD.

*Walter Smith  
11-27-76*



COURT OF COMMON PLEAS, TUSCARAWAS COUNTY, OHIO

IN THE MATTER OF THE APPROPRIATION BY )  
THE STATE OF OHIO OF AN EASEMENT FOR )  
HIGHWAY PURPOSES OVER THE PROPERTY OF )  
ANNA M. ZIMMER, ET AL., ON STATE ROUTE )  
NO. U.S. 21, SECTION 7.48, TUSCARAWAS )  
COUNTY, OHIO. )

RESOLUTION AND FINDING

35118

TUESDAY, NOV 18 8 33 AM 1930  
CLERK OF COURTS  
GEO. C. ...

Item 3.

WHEREAS, I have been unable to purchase certain hereinafter described property upon which a certain structure is located, said property being needed in the construction and improvement of State Route No. U.S. 21, Section 7.48, Tuscarawas County, Ohio, in accordance with plans and specifications on file in the Department of Highways, Columbus, Ohio.

THEREFORE, I find that it is necessary for the public convenience and welfare that action be taken under Section 5519.01 and related sections of the Revised Code of Ohio, to appropriate the property hereinafter described, with the immediate right of possession thereto; and I further find that it is necessary that the owners or occupants of the structure thereon, shall vacate the same within sixty (60) days after the service of this notice, in accordance with Section 5519.03 of the Revised Code.

The names of the owners follow:

| <u>NAME</u>                           | <u>PLACE OF RESIDENCE</u>        |
|---------------------------------------|----------------------------------|
| Anna M. Zimmer                        | R.D. No. 1, Newcomerstown, Ohio  |
| Edna Smith Duncan                     | Route No. 1, Newcomerstown, Ohio |
| Walter Smith                          | Route No. 1, Newcomerstown, Ohio |
| Eugene Mathews                        | Route No. 1, Newcomerstown, Ohio |
| Treasurer of Tuscarawas County, Ohio, | New Philadelphia, Ohio           |

The aforementioned property to be appropriated is located in the Village of Newcomerstown, Town 5, Range 3, Oxford Township, Tuscarawas County, Ohio, lying on the left and right sides of the centerline of a survey made by the Department of Highways, and recorded in the records of Tuscarawas County, Ohio, and being more fully described as follows:

PARCEL NO. 7 (HIGHWAY)  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES

Beginning at a point in the property owners' southerly property line, said point being 70 feet right of centerline of survey Station 417 plus 05.29; thence southwesterly along said property line to a point in the centerline of survey at centerline of survey Station 417 plus 41.83; thence southwesterly along said property line to a point 50 feet left of centerline of survey Station 417 plus 67.93; thence southwesterly along said property line to a point in the property owners' westerly property line also being Corporation line, said point being 281.34 feet left of centerline of survey Station 418 plus 88.68; thence northeasterly along said property line and Corporation line to a point 217.10 feet left of centerline of survey Station 419 plus 52.92; thence northeasterly

Page 1 of 2

Item 2.

Anna M. Zimmer

to

Eugene Mathews

) Extension of Lease  
) Date July 11, 1959  
) Filed July 13, 1959 at 8:13 AM  
) Recorded July 17, 1959  
) Vol. 60 Page 513  
) Lease Records

TERM: Extended for an Indefinite Term  
beginning February 1, 1962

Covers premises herein abstracted.

*a change  
7-27-76*

COMMON PLEAS COURT, TUSCARAWAS COUNTY, OHIO NOV 1 8 23 AM 1960

IN THE MATTER OF THE APPROPRIATION BY THE STATE OF OHIO OF AN EASEMENT FOR HIGHWAY PURPOSES OVER THE PROPERTY OF ANNA M. ZIMMER, ET AL., ON STATE ROUTE NO. U.S. 21, SECTION 7.48, TUSCARAWAS COUNTY, OHIO.

)  
)  
)  
)  
)  
)  
)

GEO. C. LA PORTE  
CLERK OF COURTS

No. 35118

P R E C I P E

To the Clerk of the Common Pleas Court of Tuscarawas County, Ohio:

Pursuant to the provisions of Section 5519.01 Revised Code kindly notify within three days, through the Sheriff, the following named persons:

- Anna M. Zimmer R.D. No. 1, Newcomerstown, Ohio
- Edna Smith Duncan Route No. 1, Newcomerstown, Ohio
- Walter Smith Route No. 1, Newcomerstown, Ohio
- Eugene Mathews Route No. 1, Newcomerstown, Ohio
- Treasurer of Tuscarawas County, Ohio New Philadelphia, Ohio

~~ALSO PLEASE HAVE SHERIFF SERVE COPY OF MOTION UPON THE FOLLOWING NAMED OWNERS;~~

- ~~Anna M. Zimmer R.D. No. 1, Newcomerstown, Ohio~~
- ~~Edna Smith Duncan Route No. 1, Newcomerstown, Ohio~~
- ~~Walter Smith Route No. 1, Newcomerstown, Ohio~~
- ~~Eugene Mathews Route No. 1, Newcomerstown, Ohio~~
- ~~Auditor of Tuscarawas County, Ohio New Philadelphia, Ohio~~

owners or real estate described in the resolution this day filed in your Court, in the above proceedings. of the amount deposited with you on account of the property appropriated, and serve each of them with a copy of the resolution in which is contained a definite, detailed and accurate description of the property appropriated, also a plat showing the area appropriated, and direct the Sheriff to make a return of service upon said persons, as in civil action.

Mark McElroy  
Attorney General - State of Ohio

(SEAL)

Resolution and Finding  
 Tuscarawas County, Ohio  
 Anna M. Zimmer, et al.  
 Parcel No. 7

along said property line and Corporation line to a point in the centerline of survey at centerline of survey Station 422 plus 48.45; thence north-easterly along said property line and Corporation line to a point 0.92 feet right of centerline of survey Station 422 plus 52.10; thence south-easterly along said property line leaving the Corporation line to a point 25.14 feet right of centerline of survey Station 422 plus 45.73; thence northeasterly along said property line also being the existing right of way line of existing State Route No. U.S. 21 and 36 and existing State Route No. 16 to a point, said point being 40 feet right of centerline of survey Station 423 plus 68.45; thence southeasterly to a point 60 feet right of centerline of survey Station 422 plus 00; thence southeasterly with a curve to the left having a radius of 417.46 feet to a point 60 feet right of P.C. Station 419 plus 93.45; thence southeasterly to a point in the existing right of way line of existing State Route No. U.S. 36 and State Route No. 16, said point being 105 feet right of centerline of survey Station 419 plus 48.38; thence southerly to a point in the existing right of way line of existing State Route No. U.S. 36 and State Route No. 16, said point being 70 feet right of centerline of survey Station 418 plus 97.47; thence southeasterly to the place of beginning, containing 1.41 acres, more or less, exclusive of the present road which occupies 0.36 of an acre, more or less.

Owner Anna M. Zimmer claims title, through instruments as recorded in Volume 209, Page 241, in Volume 209, Page 357, in Volume 209, Page 242, and in Volume 225, Page 20 of the Deed Book Records of Tuscarawas County, Ohio.

Said stations being the station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

And I find the following amount to be the value of the property to be appropriated and damages to the residue:

| <u>VALUE OF LAND</u> | <u>VALUE OF STRUCTURE</u> | <u>DAMAGES TO THE RESIDUE</u> | <u>TOTAL DEPOSIT</u> |
|----------------------|---------------------------|-------------------------------|----------------------|
| \$7,500.00           | \$16,650.00               | \$150.00                      | \$24,300.00          |

WITNESS my hand and seal this 13th day of October, 1960.

E. S. Preston

E. S. Preston - Director of Highways

608

Owner, Anna M. Zimmer, claims title, through instruments as recorded in Volume 209, Page 241, in Volume 209, Page 357, in Volume 209, Page 242, and in Volume 225, Page 20 of the Deed Book Records of Tuscarawas County, Ohio.

Said stations being the station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

WHEREFORE, your petitioner-appellant prays that the compensation and damages due him by reason of said appropriation be determined according to law.

X Eugene Mathews  
Eugene Mathews

STATE OF OHIO

Tuscarawas  
COUNTY

ss:

Eugene Mathews, being first duly sworn on his oath, deposes and says that he is the petitioner-appellant in the foregoing Petition in Appeal and that the statements and allegations set forth therein are true as he verily believes.

X Eugene Mathews  
Eugene Mathews

Sworn to before me and subscribed in my presence this 15th day of November, 1960.

Ralph W. Lewis  
Notary Public

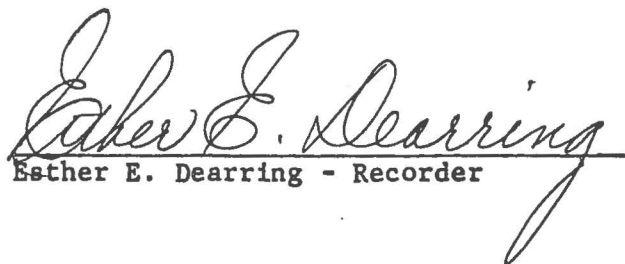
RALPH W. LEWIS  
NOTARY PUBLIC

EXPIRES SEP 1-7 1963



Resolution and Finding  
Tuscarawas County, Ohio  
Anna M. Zimmer, et al.  
Parcel No. 7

I hereby certify that the foregoing is a true and correct copy  
of an entry in the Right of Way Section of the Journal of the Director  
of Highways, made on October 13, 1960, in Volume 45, Page 1412.

  
Esther E. Dearing - Recorder

TUSCARAWAS COUNTY, OHIO

NOV 16 3 55 PM 1983

IN THE COURT OF COMMON PLEAS OF TUSCARAWAS COUNTY, OHIO

GED. S. W. POINTE  
CLERK OF COURTS

IN THE MATTER OF THE APPROPRIATION BY )  
THE STATE OF OHIO OF AN EASEMENT FOR HIGH- )  
WAY PURPOSES OVER THE PROPERTY OF ANNA M. )  
ZIMMER, ET AL., ON STATE ROUTE NO. U. S. 21, )  
SECTION 7.48, TUSCARAWAS, COUNTY, OHIO. )

NO. 35118

JOURNAL ENTRY

*Jr. 96/111*

Eugene Mathews this day filed his Petition in Appeal from the allowance made by the Director of Highways for the appropriation of certain land owned by him.

IT IS ORDERED that the amount of the appeal bond be fixed at \$1000<sup>00</sup>.

Approved by the Court. Clerk is instructed to file this entry and to enter the same upon the journal of this Court.

*[Handwritten Signature]*  
\_\_\_\_\_  
JUDGE

IN THE COURT OF COMMON PLEAS OF TUSCARAWAS COUNTY, OHIO

IN THE MATTER OF THE APPROPRIATION BY )  
THE STATE OF OHIO OF AN EASEMENT FOR HIGH- )  
WAY PURPOSES OVER THE PROPERTY OF ANNA M. )  
ZIMMER, ET AL., ON STATE ROUTE NO. U. S. 21, )  
SECTION 7.48, TUSCARAWAS COUNTY, OHIO. )

NO. 35118  
JOURNAL ENTRY

NOV 16 3 55 PM '60

TUSCARAWAS COUNTY, OHIO

*gr. 96/112*

This day Eugene Mathews appeared in open court and filed an appeal bond in the sum of \$ 1000<sup>00</sup>, with *Harold Starkey* and *R. K. Lane* as sureties thereon, conditioned according to law.

On consideration thereof, the Court approves said bond and orders that this cause be set down for preliminary hearing on the 21 day of *Nov*, 1960, at 2 o'clock, P. M.; and this cause is continued.

Approved by the Court. Clerk is instructed to file this entry and to enter the same upon the journal of this Court.

*Harold Starkey*  
JUDGE

IN THE COURT OF COMMON PLEAS, TUSCARAWAS COUNTY, OHIO.

In the Matter of the Appropriation by the State of Ohio of an Easement for Highway Purposes over the Property of Anna M. Zimmer et al., on State Route No. U.S.21, Section 7.48, Tuscarawas County, Ohio.

\*  
\*  
\*  
\*  
\*  
\*

CAUSE NO. 3514  
JOURNAL ENTRY

*96/135*

SEP 23 3 41 PM 1960  
CLERK OF COURTS  
TUSCARAWAS COUNTY, OHIO

This cause came on for hearing this day upon the appeal of Anna M. Zimmer filed herein. The Court being duly advised in the premises finds that \$1000<sup>00</sup> is a reasonable bond to be given by said Appellant.

Therefore it is hereby ordered that said Appellant post an appeal bond in the amount of \$1000<sup>00</sup> with surety to be approved by the Court. And this cause is hereby continued.

  
\_\_\_\_\_  
Judge of the Court of  
Common Pleas.

IN THE COURT OF COMMON PLEAS, TUSCARAWAS COUNTY, OHIO.

In the Matter of the Appropriation by the State of Ohio of an Easement for Highway Purposes over the Property of Anna M. Zimmer et al., on State Route No. U.S. 21, Section 7.48, Tuscarawas County, Ohio. \*

CAUSE NO. 35118

JOURNAL ENTRY

CLERK OF COURTS

NOV 29 3 21 PM 1960

*J. 96/136*

This cause came on for hearing upon approving the appeal bond filed by Anna M. Zimmer, an appellant herein.

The Court being duly advised in the premises finds such bond to be in the amount heretofore ordered by this Court with surety to the satisfaction of the Court.

Therefore, it is hereby ordered that such bond of appellant in the amount of \$1,000.00 is hereby approved and ordered filed herein; that a hearing be held on all preliminary motions and questions arising upon appeal at 9:30 o'clock, A.M. on the 3rd day of December, 1960; and that this cause is continued.

*[Signature]*  
Judge of the Court of  
Common Pleas.

ALONG SAID PROPERTY LINE AND CORPORATION LINE TO A POINT 0.92 FEET RIGHT OF CENTERLINE OF SURVEY STATION 422 PLUS 52.10; THENCE SOUTHEASTERLY ALONG SAID PROPERTY LINE LEAVING THE CORPORATION LINE TO A POINT 25.14 FEET RIGHT OF CENTERLINE OF SURVEY STATION 422 PLUS 45.73; THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE ALSO BEING THE EXISTING RIGHT OF WAY LINE OF EXISTING STATE ROUTE No. U.S. 21 AND 36 AND EXISTING STATE ROUTE No. 16 TO A POINT, SAID POINT BEING 40 FEET RIGHT OF CENTERLINE OF SURVEY STATION 423 PLUS 68.45; THENCE SOUTHEASTERLY TO A POINT 60 FEET RIGHT OF CENTERLINE OF SURVEY STATION 422 PLUS 00; THENCE SOUTHEASTERLY WITH A CURVE TO THE LEFT HAVING A RADIUS OF 417.46 FEET TO A POINT 60 FEET RIGHT OF P.C. STATION 419 PLUS 93.45; THENCE SOUTHEASTERLY TO A POINT IN THE EXISTING RIGHT OF WAY LINE OF EXISTING STATE ROUTE No. U.S. 36 AND STATE ROUTE No. 16, SAID POINT BEING 105 FEET RIGHT OF CENTERLINE OF SURVEY STATION 419 PLUS 48.38; THENCE SOUTHERLY TO A POINT IN THE EXISTING RIGHT OF WAY LINE OF EXISTING STATE ROUTE No. U.S. 36 AND STATE ROUTE No. 16, SAID POINT BEING 70 FEET RIGHT OF CENTERLINE OF SURVEY STATION 418 PLUS 97.47; THENCE SOUTHEASTERLY TO THE PLACE OF BEGINNING, CONTAINING 1.41 ACRES, MORE OR LESS, EXCLUSIVE OF THE PRESENT ROAD WHICH OCCUPIES 0.36 OF AN ACRE, MORE OR LESS."

WHEREFORE, EDNA SMITH DUNCAN PRAYS THAT THE AMOUNT DUE THE PLAINTIFF-APPELLANT BE DETERMINED AS PROVIDED BY THE REVISED CODE OF THE STATE OF OHIO.

*Ralph G. Marshall*

RALPH G. MARSHALL  
210 MASONIC TEMPLE  
ZANESVILLE, OHIO  
ATTORNEY FOR PLAINTIFF-APPELLANT

STATE OF OHIO  
TUSCARAWAS COUNTY, SS:

EDNA SMITH DUNCAN, BEING FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS THAT SHE IS THE PLAINTIFF HEREIN AND THAT THE FACTS STATED AND ALLEGATIONS CONTAINED ARE TRUE AS SHE VERILY BELIEVES.

*Edna Smith Duncan*

EDNA SMITH DUNCAN

SIGNED AND SWORN TO BEFORE ME THIS 30<sup>th</sup> DAY OF NOVEMBER, 1960.

*Ralph G. Marshall*

RALPH G. MARSHALL, Notary Public  
State of Ohio  
My Commission Expires 4/20/1968



IN THE COMMON PLEAS COURT OF TUSCARAWAS COUNTY, OHIO

EDNA SMITH DUNCAN

PLAINTIFF

-vs-

STATE OF OHIO, DEPARTMENT OF HIGHWAYS OF THE STATE OF OHIO, AND E. S. PRESTON, DIRECTOR OF HIGHWAYS FOR THE STATE OF OHIO

DEFENDANT

FILED TUSCARAWAS CO. OHIO

DEC 1 9 19 AM 1960

GEO. C. LA PORTE CLERK OF COURTS

CASE No. 35118

JOURNAL ENTRY

*Jr. 96/142*

EDNA SMITH DUNCAN HAVING FILED HER WRITTEN PETITION IN DUPLICATE IN THE COURT SETTING FORTH HER INTENTION TO APPEAL FROM THE AMOUNT SO FIXED BY E. S. PRESTON, DIRECTOR OF HIGHWAYS FOR THE STATE OF OHIO, THE COURT HEREBY FIXES THE AMOUNT OF BOND TO BE GIVEN BY THE PLAINTIFF-APPELLANT IN THE SUM OF \$ 1000<sup>00</sup> CASH OR SUITABLE REAL ESTATE.

APPROVED:

MARK McELROY, ATTORNEY GENERAL OF THE STATE OF OHIO

BY \_\_\_\_\_

*Ralph G. Marshall*  
RALPH G. MARSHALL, ATTORNEY FOR PLAINTIFF-APPELLANT

*[Signature]*  
\_\_\_\_\_  
JUDGE

IN THE COMMON PLEAS COURT OF TUSCARAWAS COUNTY, OHIO

EDNA SMITH DUNCAN

FILED  
TUSCARAWAS CO. OHIO

DEC 9 1960  
AM

PLAINTIFF :

-vs-

CASE No. 35118

GEO. S. PORTER  
CLERK OF COURTS

JOURNAL ENTRY

STATE OF OHIO, DEPARTMENT OF  
HIGHWAYS OF THE STATE OF OHIO :  
AND E. S. PRESTON, DIRECTOR OF  
HIGHWAYS FOR THE STATE OF OHIO :

DEFENDANT :

*Op. 96/142*

THE COURT FINDS THAT THE PLAINTIFF-APPELLANT, EDNA SMITH DUNCAN, HAS FILED PROPERTY BOND IN THIS COURT IN THE SUM OF \$1000<sup>00</sup> AND THE SAME IS HEREBY APPROVED AND FIXES THE 5 DAY OF Dec, 19<sup>60</sup> O'CLOCK 10<sup>00</sup> a M. FOR THE HEARING OF ALL PRELIMINARY QUESTIONS, MOTIONS AND EXAMINATION OF THE PROCEEDINGS.

APPROVED:

MARK McELROY, ATTORNEY GENERAL  
OF THE STATE OF OHIO

BY \_\_\_\_\_

*Ralph G. Marshall*  
RALPH G. MARSHALL, ATTORNEY FOR  
PLAINTIFF-APPELLANT

*[Signature]*  
JUDGE

IN THE COURT OF COMMON PLEAS, TUSCARAWAS COUNTY, OHIO.

IN THE MATTER OF THE APPROPRIATION  
BY THE STATE OF OHIO OF AN EASEMENT  
FOR HIGHWAY PURPOSES OVER THE  
PROPERTY OF ANNA M. ZIMMER, ET AL.,  
ON STATE ROUTE NO. U. S. 21, SECTION  
7.48, TUSCARAWAS COUNTY, OHIO.

) JOURNAL ENTRY

) Preliminary Hearing

) Case Number 35118

*Jan. 96/190*

This cause came on to be heard, on the date fixed by the Court,  
for the hearing of all preliminary questions and motions and for the  
examination of the papers and proceedings, and the Court finds that the  
appeal herein has been properly perfected, and that the proceedings are  
substantially regular and according to law.

It is therefore, ordered, adjudged and decreed that the appeal of  
ANNA M. ZIMMER, ET AL.,  
has been properly perfected.

The 10<sup>th</sup> day of January 1961, is fixed  
by the Court for the trial of this case by jury. The trial of this cause  
will be, and hereby is, continued until a Motion is filed to set same for  
trial, made by any appellant herein or on behalf of the Director of  
Highways.

*[Signature]*  
\_\_\_\_\_  
JUDGE

*Mark McElroy*  
\_\_\_\_\_  
Mark McElroy, Attorney General

*James R. Steinhilber*  
\_\_\_\_\_  
Assistant Attorney General

*James R. Stephenson*  
\_\_\_\_\_  
James R. Stephenson  
Attorney for Anna M. Zimmer.

DEC 20 2 12 PM 1960

CLERK OF COURTS

Page 2 - Anna M. Zimmer, et al., Tuscarawas County, Ohio.

line of a survey made by the Department of Highways, and recorded in the records of Tuscarawas County, Ohio, and being more fully described as follows:

PARCEL NUMBER 7, (HIGHWAY)  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES

Beginning at a point in the property owners' southerly property line, said point being 70 feet right of centerline of survey Station 417 plus 05.29; thence southwesterly along said property line to a point in the centerline of survey at centerline of survey Station 417 plus 41.83; thence southwesterly along said property line to a point 50 feet left of centerline of survey Station 417 plus 67.93; thence southwesterly along said property line to a point in the property owners' westerly property line also being Corporation line, said point being 281.34 feet left of centerline of survey Station 418 plus 88.68; thence northeasterly along said property line and Corporation line to a point 217.10 feet left of centerline of survey Station 419 plus 52.92; thence northeasterly along said property line and Corporation line to a point in the centerline of survey at centerline of survey Station 422 plus 48.45; thence northeasterly along said property line and Corporation line to a point 0.92 feet right of centerline of survey Station 422 plus 52.10; thence southeasterly along said property line leaving the Corporation line to a point 25.14 feet right of centerline of survey Station 422 plus 45.73; thence northeasterly along said property line also being the existing right of way line of existing State Route No. U.S. 21 and 36 and existing State Route No. 16 to a point, said point being 40 feet right of centerline of survey Station 423 plus 68.45; thence southeasterly to a point 60 feet right of centerline of survey Station 422 plus 00; thence southeasterly with a curve to the left having a radius of 417.46 feet to a point 60 feet right of P. C. Station 419 plus 93.45; thence southeasterly to a point in the existing right of way line of existing State Route No. U. S. 36 and State Route No. 16, said point being 105 feet right of centerline of survey Station 419 plus 48.38; thence southerly to a point in the existing right of way line of existing State Route No. U. S. 36 and State Route No. 16, said point being 70 feet right of centerline of survey Station 418 plus 97.47; thence southeasterly to the place of beginning, containing 1.41 acres, more or less, exclusive of the present road which occupies 0.36 of an acre, more or less.

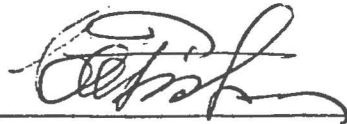
Owner Anna M. Zimmer claims title, through instruments as recorded in Volume 209, Page 241, in Volume 209, Page 357, in Volume 209, Page 242, and in Volume 225, Page 20 of the Deed Book Records of Tuscarawas County, Ohio.

Said stations being the station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

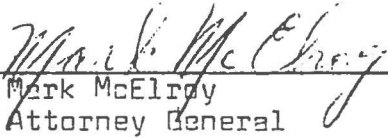
be and the same hereby is duly vested in the State of Ohio, subject to the conditions specifically enumerated in paragraph two (2) of this entry, free and clear of all claims of the owners of said land and any person or persons having an interest therein, to-wit: Anna M. Zimmer, Edna Smith Duncan, Walter Smith, Eugene Mathews, and the Treasurer of Tuscarawas County, Ohio.

Page 3 - Anna M. Zimmer, et al., Tuscarawas County, Ohio.

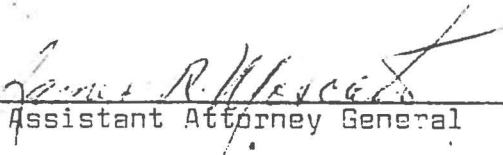
It is further ordered, adjudged and decreed that the Director of Highways of the State of Ohio pay all Court costs herein accrued and that a record be made of those proceedings according to law.



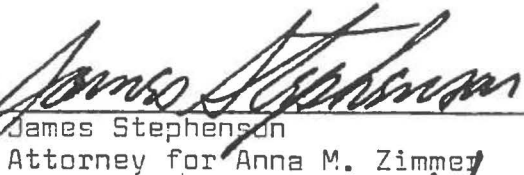
JUDGE



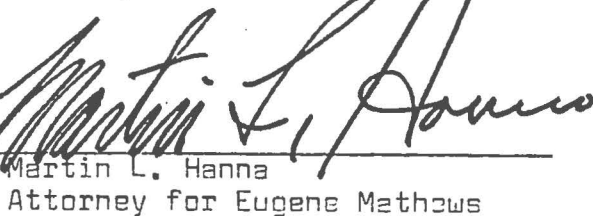
Mark McElroy  
Attorney General



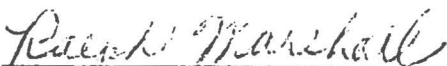
James R. Mesco  
Assistant Attorney General



James Stephenson  
Attorney for Anna M. Zimmer



Martin L. Hanna  
Attorney for Eugene Mathews



Ralph Marshall  
Attorney for Edna Smith Duncan.

IN THE COURT OF COMMON PLEAS, TUSCARAWAS COUNTY, OHIO.

IN THE MATTER OF THE APPROPRIATION BY THE STATE OF OHIO OF AN EASEMENT FOR HIGHWAY PURPOSES OVER THE PROPERTY OF ANNA M. ZIMMER, ET AL., ON STATE ROUTE NO. U.S. 21, SECTION 7.48, TUSCARAWAS COUNTY, OHIO.

\*  
\*  
\*  
\*  
\*  
\*

CAUSE NO. 35118

JOURNAL ENTRY

*Jr. 96/303*

APR 25 11 47 AM '53  
CLERK

This cause came on for hearing this day upon distribution of the agreed award heretofore made, the evidence, the representation by counsel of the owners, Anna M. Zimmer, Edna Smith Duncan, Eugene Mathews, and the Treasurer of Tuscarawas County, Ohio, and the agreement of said defendants.

The Court being duly advised in the premises finds that said Anna M. Zimmer is the sole owner of the fee simple title to the 1.88 acres appropriated and described in her appeal heretofore filed herein to which reference is made hereby incorporating and adopting such as if more fully rewritten herein.

The Court further finds that Edna Smith Duncan is the owner of a leasehold interest in part of the above described fee including a restaurant and garage building located thereon, under a lease from Anna M. Zimmer to Walter Smith and Edna Miller Smith (a.k.a. Edna Smith Duncan) dated 26th February, 1952, and a modification thereof between said Anna M. Zimmer and said Edna Smith Duncan, which leasehold interest is terminable on and after April 1, 1962 by either party thereto, in and to the following described property:

Situated in the Township of Oxford, County of Tuscarawas and State of Ohio, Range 3 West, Township 5 North, and enclosed as follows: Starting at a point located on the East corporation line of the Village of Newcomerstown, said point located approximately 200 feet north of the center of the Tuscarawas River,



and proceeding eastwardly along the center of the public road approximately a distance of 190 feet to a boundary to be marked by posts which the Lessor will provide, thence southwardly to the center of the Tuscarawas River, thence westwardly along the center of the Tuscarawas River to the East corporation line of the Village of Newcomerstown, thence northwardly along said East corporation line to the point of beginning.

The Court further finds that said Walter Smith was not served with summons in this cause for he died prior to the institution of these proceedings, to-wit: April 1, 1954; that he left a will under which said Edna Smith Duncan inherited his interest in such leasehold; that such leasehold interest and structure were distributed in kind to her by order of the Probate Court of Tuscarawas County, Ohio, on January 28th, 1955, all of which more fully appears in Estate Number 24352, in said Probate Court, to which reference is made hereby adopting and incorporating such as if more fully rewritten herein; that neither he nor his estate has an interest herein.

The Court further finds that said Eugene Mathews is the owner of a leasehold interest in part of the above described fee including a retail store building located thereon, under a lease from said Anna M. Zimmer to said Eugene Mathews dated February 1, 1952, recorded in Tuscarawas County Lease Records in Volume 60, at page 513, and a supplement thereto dated July 11, 1959, recorded in said records in Volume 60, at page 513, which leasehold is terminable on and after March 1, 1962, by either party thereto, in and to the following described property:

Situated in the Village of Newcomerstown, County of Tuscarawas and State of Ohio, known and described as follows: Being that certain piece or parcel of land:


located at the intersection of Pilling Street in the Village of Newcomerstown and the continuation of East State Street in said village, now occupied for service station purposes, beginning at the corner of the east line of said Pilling Street and the north line of the continuation of East State Street, thence north along the east line of Pilling Street to the end of the present fence; thence southeasterly with the fence to a post on the north side of said continuation of East State Street; thence west along the north line of said continuation of East State Street to the place of beginning, and being the same premises now occupied by service station.

The Court further finds that said Treasurer of Tuscarawas County has filed no appeal nor made any claim or demand herein.

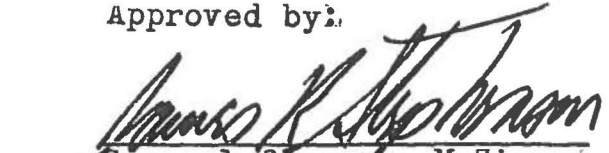
The Court further finds that Twenty-seven Thousand Eight Hundred Dollars (\$27,800.00), in addition to salvage rights to all such structures, has been awarded as compensation and damages to said owners heretofore by agreement of the parties hereto; that of such sum there is Twenty-four Thousand Three Hundred Dollars (\$24,300.00) on deposit with the Clerk of this Court from the Director of Highways State of Ohio; that the parties hereto respectively are entitled to the following amounts of such total amount: said Anna M. Zimmer, Nine Thousand Two Hundred Dollars (\$9,200.00) compensation and Five Thousand Six Hundred Dollars (\$5,600.00) damages to residue, total Fourteen Thousand Eight Hundred Dollars (\$14,800.00); said Edna Smith Duncan, the salvage on such restaurant building and garage, and Six Thousand Five Hundred Dollars (\$6,500.00) damages; said Walter Smith, nothing; said Eugene Mathews the salvage on such retail building and Six Thousand Five Hundred Dollars (\$6,500.00) damages; and said Treasurer of Tuscarawas County, nothing, provided however, said other parties remain liable for payment of real and personal property taxes in their normal course.

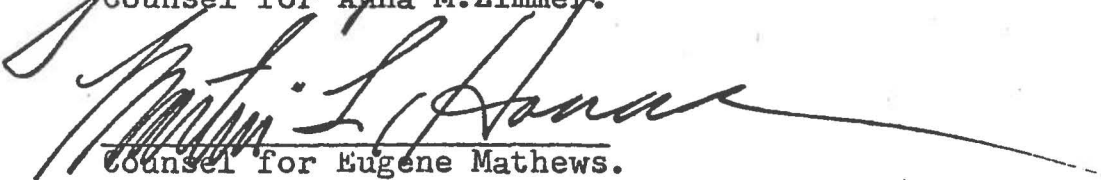
Now, therefore, it is hereby ordered, decreed, and adjudged that said Anna M. Zimmer is awarded Nine Thousand Two Hundred Dollars (\$9,200.00) compensation for land appropriated by said Director of Highways in the name of the State of Ohio and Five Thousand Six Hundred Dollars (\$5,600.00) damages to the residue of her property, total Fourteen Thousand Eight Hundred Dollars (\$14,800.00); that said Edna Smith Duncan is awarded salvage of such restaurant building and garage, as compensation, (provided however, such building shall be razed or removed<sup>by her</sup>/from said land appropriated on or before March 1, 1961, to the satisfaction of said Director of Highways), and Six Thousand Five Hundred Dollars (\$6,500.00) for damages; that the Estate of Walter Smith is awarded nothing; that said Eugene Mathews is awarded salvage of such retail building, as compensation, (provided however, such building shall be razed or removed<sup>by him</sup>/on or before March 1, 1961, to the satisfaction of said Director of Highways), and Six Thousand Five Hundred Dollars (\$6,500.00) for damages; that said Treasurer of Tuscarawas County is awarded nothing, provided however, the parties hereto shall be personally liable for payment of such taxes in their normal course; that the Clerk of this Court make partial distribution of the Twenty-four Thousand Three Hundred Dollars (\$24,300.00) funds in his hands forthwith as follows: said Anna M. Zimmer Thirteen Thousand One Hundred Dollars (\$13,100.00); said Edna Smith Duncan Five Thousand Six Hundred Dollars (\$5,600.00); and Eugene Mathews Five Thousand Six Hundred Dollars (\$5,600.00); that said Clerk make distribution of the balance of the respective awards proportionately until such sums are fully paid as the funds shall come into his hands from

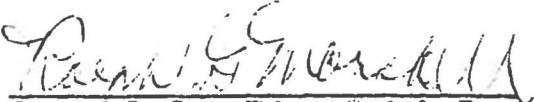
the said Director of Highways.


  
\_\_\_\_\_  
Judge of the Court of Common Pleas.

Approved by:

  
\_\_\_\_\_  
Counsel for Anna M. Zimmer.

  
\_\_\_\_\_  
Counsel for Eugene Mathews.

  
\_\_\_\_\_  
Counsel for Edna Smith Duncan.

  
\_\_\_\_\_  
Counsel for Treasurer,  
Tuscarawas County,  
Ohio.

Item 4.

In the Matter of the Estate  
of  
Anna M. Zimmer, deceased

) Estate No. 36144  
) Adm. Doc. 57 Page 64  
) Decedent died August 5, 1973  
)  
)

- 8 16 1973 Will and application for Probate filed.  
Waiver of Notice filed.  
Set for hearing August 16, 1973 at 4:15 PM
- 8 20 1973 Testimony of witnesses taken, filed, Will probated.  
Application for appointment Executrix filed.  
Bond dispensed with by provisions of Will.  
Letters ordered and issued. Record ordered.
- 10 15 1973 Proof of publication of notice of appointment filed.
- 8 20 1973 Application for appraisers filed.  
Appraiser appointed: Charles Leach.
- 9 14 1973 Inventory filed. Set for hearing Oct. 3, 1973 at 9:00 AM
- 9 24 1973 Notice of hearing returned with proof of service endorsed  
thereon.
- 10 3 1973 Inventory approved and ordered to record.
- 9 14 1973 Ohio Estate Tax preliminary notice for a decedent's  
taxable estate.
- 5 24 1974 Estate Tax return filed.
- 7 10 1974 Estate Tax receipt filed.
- 8 7 1974 Final Report of Tax Commission filed.

(PENDING)

Item 6.

AUDITOR'S TRANSFER RECORD

OXFORD TOWNSHIP  
NEWCOMERSTOWN SCHOOL LAND

ANNA M ZIMMER

| Description |   |    | Land   | Bldgs. | Total   |         |
|-------------|---|----|--------|--------|---------|---------|
| R           | T | Qr |        |        |         |         |
| 3           | 5 | 2  | 15.756 | \$2650 | \$4330. | \$4980. |

-----

Item 7.

T A X E S

(44 00832)

Due December, 1973                      \$35.68 Paid

Due June, 1974                              \$35.68 Paid

Taxes for 1974 are now a lien, amounts not yet available.

-----

Recertified at New Philadelphia, Ohio, this 12th day of August,  
A.D. 1974 at 8:00 A.M.

  
RICHARD L. STEPHENSON  
ATTORNEY-ABSTRACTER



The following is a Continuation  
of the foregoing from August 12, 1974 to  
July 27, 1976.

Item 1.

Additional Entries in Estate No. 36144 set forth at Item 4.

|    |    |      |  |
|----|----|------|--|
| 12 | 2  | 1974 | Schedule of Claims filed and ordered recorded.   |
| 11 | 15 | 1974 | Application to transfer real estate filed.<br>Order issued to Recorder of Tuscarawas County. |
| 11 | 21 | 1974 | Returned, filed. See Deed Record No. 510 Page 272.   |
| 12 | 2  | 1974 | First, Final and Distributive Account filed.   |
| 1  | 20 | 1975 | First, Final and Distributive Account approved, record ordered.                              |

EXECUTRIX DISCHARGED

COSTS PAID

-----

Item 4.

AUDITOR'S TRANSFER RECORD

OXFORD TOWNSHIP  
NEWCOMERSTOWN SCHOOL

MARION CRAIG, FREDERIC M & DAVID ZIMMER

C/O LOIS CRAIG

|   |   |   |      |         |         |         |
|---|---|---|------|---------|---------|---------|
| 3 | 5 | 2 | 1.00 | \$1720. | \$2890. | \$4610. |
| 3 | 5 | 2 | .141 | 10.     | 20.     | 30.     |

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Item 5.

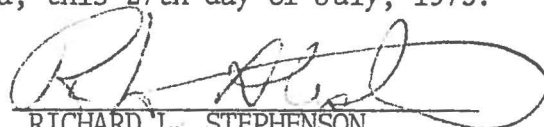
T A X E S

Taxes in the amount of \$78.21 per half for 1975 paid in full.

Taxes for the year 1976 are now a lien, amounts not yet determined.

-----

Recertified at New Philadelphia, this 27th day of July, 1975.

  
RICHARD L. STEPHENSON  
ATTORNEY-ABSTRACTER

THE STATE OF OHIO, TUSCARAWAS COUNTY, ss.

To the Sheriff of said County, Greeting:

You are commanded to notify

- Anna M. Zimmer R.D. No. 1, Newcomerstown, Ohio
- Edna Smith Duncan Route No. 1, Newcomerstown, Ohio
- Walter Smith Route No. 1, Newcomerstown, Ohio
- Eugene Mathews Route No. 1, Newcomerstown, Ohio
- Treasurer of Tuscarawas County, Ohio New Philadelphia, Ohio

that the \_\_\_\_\_, Director of Highways of the State of Ohio has instituted a proceeding to appropriate certain property of Anna M. Zimmer, et al., in the Common Pleas Court of Tuscarawas County, and that unless they appeal within thirty (30) days from the date of service of this summons they will be deemed to have waived their right to appeal and Judgment will be rendered accordingly.

You are further commanded to notify the aforesaid that under Sections 5519.01 and 5519.03 of the Revised Code of Ohio, the Director of Highways has the immediate right of possession to the property appropriated and that they must vacate the structures located on the property appropriated within sixty (60) days from the service of this notice.

(over)

You (the Sheriff) will make due return of this summons, on or before the 14th day of November, A.D. 19 60.

THE FINAL DATE, on which a petition setting forth your intention to appeal may be filed as provided in 5519.02 of the Revised Code of Ohio, is thirty (30) days from the date of the service of this summons.

WITNESS my hand and seal of said Court this 1st day of November, A.D. 19 60

Geo. C. LaPorte  
 Clerk of the Common Pleas Court of  
 Tuscarawas County, Ohio  
 By: Frieda Seibert, Deputy.

Doc. 135 No. 35118

Common Pleas Court

Tuscarawas County, Ohio

XXX, Director of Highways

of the State of Ohio,

vs.

Anna M. Zimmer, et al.

# SUMMONS

Action for

Appropriation of Property for

Highway Purposes

Amount Deposited as Compensation for

Structure: \$7,500.00

Damages to the Residue \$150.00

Total Deposited \$24,300.00

Returned and Filed

STUDIOS COURT  
GEO. J. PORTER  
CLERK

NOV 9 12 21 6 NOV

OHIO COUNTY CLERK

## SHERIFF'S RETURN

The State of Ohio, Tuscarawas County:

Received this writ November 1st, 1960, at 9:00 o'clock AM, and pursuant to its command, on November 1st, 1960, I served the within named

V. E. Martinelli, Treasurer of Tuscarawas County, Ohio

by personally handing to him a true and certified copy of this writ with all the endorsements thereon, together with a copy of the resolution of appropriation and a blue print of the property appropriated.

I also, on 2nd November, 1960, served the within named

Anna M. Zimmer, Edna Smith Duncan and Wugene Mathews

by personally handing to each of them

by personally handing to ~~usual place of residence~~ a true and certified copy of this writ with all the endorsements thereon, together with a copy of the resolution of appropriation and a blue print of the property appropriated.

The within named Walter Smith could not be served, being deceased.

### SHERIFF'S FEES

|            |    |      |
|------------|----|------|
| Service    | \$ | 150  |
| Mileage 42 |    | 420  |
| Copy 4     |    | 100  |
| Docket     |    |      |
| Return     |    |      |
| Total      | \$ | 6.70 |

K. D. HILLER, SHERIFF  
By *Allen G. Peppers* Deputy

9d  
NOV 1 REC'D

TUSCARAWAS COUNTY, OHIO

NOV 15 7 55 PM 1960  
IN THE COURT OF COMMON PLEAS OF TUSCARAWAS COUNTY, OHIO

IN THE MATTER OF THE APPROPRIATION BY )  
THE STATE OF OHIO OF AN EASEMENT FOR HIGH- )  
WAY PURPOSES OVER THE PROPERTY OF ANNA M. )  
ZIMMER, ET AL., ON STATE ROUTE NO. U. S. 21, )  
SECTION 7.48, TUSCARAWAS COUNTY, OHIO. )

NO. 35118

PETITION IN APPEAL

To: The Court of Common Pleas, Tuscarawas County, Ohio.

Now comes Eugene Mathews, one of the persons referred to in the proceedings herein, and represents that on or about the 1st day of November, 1960, he was duly served with a copy of a notice issued by the Court of the deposit of \$24,300.00 by the Director of Highways for an easement for highway purposes as compensation for land owned by the petitioner-appellant appropriated by the said Director of Highways. Your petitioner-appellant further represents that he is not satisfied with said amount so fixed and hereby appeals to the Court according to law; said property located in the Village of Newcomerstown, Town 5, Range 3, Oxford Township, Tuscarawas County, Ohio, lying on the left and right sides of the centerline of a survey made by the Department of Highways and recorded in the records of Tuscarawas County, Ohio, and being more fully described as follows:

PARCEL NO. 7 (HIGHWAY)  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES

Beginning at a point in the property owners' southerly property line, said point being 70 feet right of centerline of survey Station 417 plus 05.29; thence southwesterly along said property line to a point in the centerline of survey at centerline of survey Station 417 plus 41.83; thence southwesterly along said property line to a point 50 feet left of centerline of survey station 417 plus 67.93; thence southwesterly along said property line to a point in the property owners' westerly property line also being Corporation line, said point being 281.34 feet left of centerline of survey Station 418 plus 88.68; thence northeasterly along said property line and Corporation line to a point 217.10 feet left of centerline of survey Station 419 plus 52.92; thence northeasterly along said property line and Corporation line to a point in the centerline of survey at centerline of survey Station 422 plus 48.45; thence northeasterly along said property line and Corporation line to a point 0.92 feet right of centerline of survey Station 422 plus 52.10; thence southeasterly along said property line leaving the Corporation line to a point 25.14 feet right of centerline of survey Station 422 plus 45.73; thence northeasterly along said property line also being the existing right of way line of existing State Route No. U. S. 21 and 36 and existing State Route No. 16 to a point, said point being 40 feet right of centerline of survey Station 423 plus 68.45; thence southeasterly to a point 60 feet right of centerline of survey Station 422 plus 00; thence southeasterly with a curve to the left having a radius of 417.46 feet to a point 60 feet right of P. C. Station 419 plus 93.45; thence southeasterly to a point in the existing right of way line of existing State Route No/ U. S. 36 and State Route No. 16, said point being 105 feet right of centerline of survey Station 419 plus 48.38; thence southerly to a point in the existing right of way line of existing State Route No. U. S. 36 and State Route No. 16, said point being 70 feet right of centerline of survey Station 418 plus 97.47; thence southeasterly to the place of beginning, containing 1.41 acres, more or less, exclusive of the present road which occupies 0.36 of an acre, more or less.



IN THE COURT OF COMMON PLEAS OF TUSCARAWAS COUNTY, OHIO

IN THE MATTER OF THE APPROPRIATION BY THE )  
STATE OF OHIO OF EASEMENT FOR HIGHWAY PURPOSES )  
OVER THE PROPERTY OF ANNA M. ZIMMER, ET AL., )  
ON STATE ROUTE NO. U. S. 21, SECTION 7.48, )  
TUSCARAWAS COUNTY, OHIO. )

NO. 35118

APPEAL BOND

NOV 16 3 53 PM '60

TUSCARAWAS COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS that Eugene Mathews as principal and

Roscoe J. Starkey and R. M. Seaver as sureties are held and firmly bound unto the State of Ohio in the sum of \$ 1000<sup>00</sup>, to the payment of which, well and truly to be made, we do jointly and severally bind ourselves, our heirs, executors and administrators.

Signed by us and dated this 16<sup>th</sup> day of November, 1960.

The condition of the above obligation is such, that,

WHEREAS, the said Eugene Mathews has taken an appeal from the finding of compensation and damages awarded by the State Director of Highways by reason of the appropriation of certain land belonging to him by said Director of Highways, made necessary in the improvement of State Route No. U. S. 21, Section 7.48, Tuscarawas County, Ohio.

NOW, if the said Eugene Mathews shall abide by and perform the order and judgment of the Common Pleas Court and shall pay all moneys, costs and damages which may be required of or awarded against him by said Court, then this obligation shall be void; otherwise to remain in full force and virtue of law.

Witnesses:

R. M. Seaver  
R. L. Fisher  
Alice E. Scott

Eugene Mathews  
Eugene Mathews  
Roscoe J. Starkey  
Ralph M. Seaver

I approve the above bond with the sureties thereto, this 16<sup>th</sup> day of November, 1960.

Paul LaPorte  
CLERK

35118

IN THE COURT OF COMMON PLEAS, TUSCARAWAS COUNTY, OHIO.

In the Matter of the Appropriation by the State of Ohio of an Easement for Highway Purposes over the Property of Anna M. Zimmer et al., on State Route No. U.S. 21, Section 7.48, Tuscarawas County, Ohio.

CAUSE NO. 35118  
APPEAL OF ANNA M. ZIMMER

1931 28 3 31 PM 1931  
CLERK OF COURTS  
GEN. D. J. A. POFF  
ST. CLEVELAND, OHIO

Anna M. Zimmer, owner of the property herein described, intends to appeal, and hereby does appeal, to this Court from the amount fixed by the Director of Highways of Ohio as compensation for the following described real property and damage to the residue:

Situated in the Township of Oxford being part of the 2nd Quarter of Township 5, Range 3, Tuscarawas County, Ohio, lying on the left and right sides of the centerline of a survey made by the Department of Highways, and recorded in the records of Tuscarawas County, Ohio, and being more fully described as follows:

PARCEL NO. 7 (HIGHWAY)  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES

Beginning at a point in the property owner's southerly property line, said point being 70 feet right of centerline of survey Station 417 plus 05.29; thence southwesterly along said property line to a point in the centerline of survey at centerline of survey Station 417 plus 41.83; thence southwesterly along said property line to a point 50 feet left of centerline of survey Station 417 plus 67.93; thence southwesterly along said property line to a point in the property owners' westerly property line also being Corporation line, said point being 281.34 feet left of centerline of survey Station 418 plus 88.68; thence northeasterly along said property line and Corporation line to a point 217.10 feet left of centerline of survey Station 419 plus 52.92; thence northeasterly along said property line and Corporation line to a point in the centerline of survey at centerline of survey Station 422 plus 48.45; thence northeasterly along said property line and Corporation line to a point 0.92 feet right of centerline of survey Station 422 plus 52.10; thence southeasterly along said property line leaving the Corporation line to a point 25.14 feet right of centerline of survey

Station 422 plus 45.73; thence northeasterly along said property line also being the existing right of way line of existing State Route No. U.S. 21 and 36 and existing State Route No. 16 to a point, said point being 40 feet right of centerline of survey Station 423 plus 68.45; thence southeasterly to a point 60 feet right of centerline of survey Station 422 plus 00; thence southeasterly with a curve to the left having a radius of 417.46 feet to a point 60 feet right of P.C. Station 419 plus 93.45; thence southeasterly to a point in the existing right of way line of existing State Route No. U.S. 36 and State Route No. 16, said point being 105 feet right of centerline of Survey Station 419 plus 48.38; thence southerly to a point in the existing right of way line of existing State Route No. U.S. 36 and State Route No. 16, said point being 70 feet right of centerline of survey Station 418 plus 97.47; thence southeasterly to the place of beginning, containing 1.83 acres, more or less, exclusive of the present road which occupies 0.36 of an acre, more or less.

Owner Anna M. Zimmer claims title, through instruments as recorded in Volume 209, Page 241, in Volume 209, Page 357, in Volume 209, Page 242, and in Volume 225, Page 20 of the Deed Book Records of Tuscarawas County, Ohio.

Said stations being the station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

Wherefore, appellant prays that the amount of compensation for the property appropriated and damage to the residue be determined by a jury according to law.

*Stephenson, Stephenson & Stephenson*  
Attorney for Appellant.

STATE OF OHIO }  
TUSCARAWAS COUNTY } SS:.

Anna M. Zimmer, appellant in the foregoing pleading being first duly sworn says that the facts and allegations therein are true as she verily believes.

*Anna M. Zimmer*  
Anna M. Zimmer.

Sworn to and subscribed in my presence this <sup>28th</sup> day of November, 1960.

*James R. Stephenson*  
NOTARY PUBLIC.

JAMES R. STEPHENSON  
Notary Public - State of Ohio  
My Commission Expires AUG. 25, 1963

# BOND—GENERAL FORM

KNOW ALL MEN BY THESE PRESENTS, That we, Anna M. Zimmer  
 \_\_\_\_\_, as principal, and  
Frederick W. Zimmer

\_\_\_\_\_, as surety, are held and firmly bound unto  
 the State of Ohio

in the sum of One Thousand and No/100 (\$1,000.00)-----Dollars,  
 to the payment of which sum, well and truly to be made, we do hereby jointly and sever-  
 ally bind ourselves, our successors, heirs, executors and administrators, firmly by these  
 presents.

Signed by us, and dated this 29th day of November, 1960.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, \_\_\_\_\_

Anna M. Zimmer, Cause No. 35118, Tuscarawas County, appellant,  
 shall pay all costs made and awarded against her on the appeal from  
 the order of the director of highways of the State of Ohio, as appears  
 by the records of Cause No. 35118, of the Common Pleas Court of  
Tuscarawas County, Ohio, if this appellant fails to sustain such  
 appeal or if the same is dismissed; then and in that event this  
 obligation shall be void; otherwise, to remain in full force and  
 effect.

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 GEN. CLERK OF COURTS

then this obligation shall be void; otherwise it shall be and remain in full force and virtue  
 in law.

Executed in Presence of

James R. Stephenson  
Enid Randles  
 Enid Randles

Anna M. Zimmer  
 Anna M. Zimmer  
Frederick W. Zimmer  
 Frederick W. Zimmer

IN THE COMMON PLEAS COURT OF TUSCARAWAS COUNTY, OHIO

IN THE MATTER OF THE APPROPRIATION BY  
THE STATE OF OHIO OF AN EASEMENT FOR  
HIGHWAY PURPOSES OVER THE PROPERTY OF  
ANNA M. ZIMMER, ET AL., ON STATE ROUTE  
NO. U.S. 21, SECTION 7.48, TUSCARAWAS  
COUNTY, OHIO.

FILED  
TUSCARAWAS CO OHIO  
NOV 30 1 58 PM 1960  
GEO. C. LA PORTE  
CLERK OF COURTS

No. 35118

: Petition an Appeal

Now comes EDNA SMITH DUNCAN and says that on the first day of November, 1960, the State of Ohio, Department of Highways for the State of Ohio, and E. S. Preston, Director of Highways for the State of Ohio, filed a proceeding in the Common Pleas Court of Tuscarawas County, Ohio, to appropriate certain property of the said Edna Smith Duncan, the appellant herein; that service of summons and notice of appropriation was served upon Edna Smith Duncan on November 1, 1960.

Edna Smith Duncan, the owner of certain property lying within the described premises, is not satisfied with the offer and deposit made and desires to and does hereby appeal from the amount so fixed by E. S. Preston, Director of Highways for the State of Ohio, as provided in Section 5519.02 of the Revised Code of the State of Ohio.

The property to be appropriated as described in the resolution and finding of E. S. Preston, Director of Highways for the State of Ohio, is as follows:

"BEGINNING AT A POINT IN THE PROPERTY OWNERS' SOUTHERLY PROPERTY LINE, SAID POINT BEING 70 FEET RIGHT OF CENTERLINE OF SURVEY STATION 417 PLUS 05.29; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE TO A POINT IN THE CENTERLINE OF SURVEY AT CENTERLINE OF SURVEY STATION 417 PLUS 41.83; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE TO A POINT 50 FEET LEFT OF CENTERLINE OF SURVEY STATION 417 PLUS 67.93; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE TO A POINT IN THE PROPERTY OWNERS' WESTERLY PROPERTY LINE ALSO BEING CORPORATION LINE, SAID POINT BEING 281.34 FEET LEFT OF CENTERLINE OF SURVEY STATION 418 PLUS 88.68; THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE AND CORPORATION LINE TO A POINT 217.10 FEET LEFT OF CENTERLINE OF SURVEY STATION 419 PLUS 52.92; THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE AND CORPORATION LINE TO A POINT IN THE CENTERLINE OF SURVEY AT CENTERLINE OF SURVEY STATION 422 PLUS 48.45; THENCE NORTHEASTERLY

COURT OF COMMON PLEAS, TUSCARAWAS COUNTY, OHIO

IN THE MATTER OF THE APPROPRIATION )  
BY THE STATE OF OHIO OF AN EASEMENT )  
FOR HIGHWAY PURPOSES OVER THE )  
PROPERTY OF ANNA M. ZIMMER, ET AL.; )  
ON STATE ROUTE NO. U. S. 21, SECTION )  
7.48, TUSCARAWAS COUNTY, OHIO. )

SETTLEMENT JOURNAL ENTRY

Case No. 35118

*Qr. 96/302*

It appears to the Court that the owners of the property over which an easement was appropriated in this action, have agreed with the Director of Highways of the State of Ohio, upon the amount of compensation and damages due said owners by reason of said appropriation, and have agreed to accept and withdraw the amount of Twenty-seven Thousand Eight Hundred and no/100 Dollars (\$27,800.00), in full payment thereof and do hereby release all claim for further compensation or damages, including interest thereon, resulting from the construction and improvement of State Route 21, Section 7.48, Tuscarawas County, Ohio, or from the appropriation of said easement.

It also appears to the Court that the parties hereto have further agreed as follows: that the said Anna M. Zimmer, is to retain possession of all structures for their salvage value and that the said Anna M. Zimmer, shall cause said structures to be razed or removed to the satisfaction of the Director of Highways on or before March 1, 1961.

In conformity with said agreement it is hereby ordered, adjudged and decreed that the said Director of Highways shall deposit with the Clerk of this Court a sum sufficient, to-wit: Three Thousand Five Hundred and no/100 Dollars (\$3,500.00), which added to the original deposit herein of Twenty-four Thousand Three Hundred and no/100 Dollars (\$24,300.00), will equal the total amount of the agreed settlement of Twenty-seven Thousand Eight Hundred and no/100 Dollars (\$27,800.00), which shall be paid by the Clerk of this Court to the landowners hereinafter named as their interests may appear in an Order for Distribution made by this Court.

It is further ordered, adjudged and decreed that an easement for highway purposes in, over and upon the premises described in the Resolution and Finding filed herein as Parcel Number 7 (Highway), the same being located in the Village of Newcomerstown, Town 5, Range 3, Oxford Township, Tuscarawas County, Ohio, lying on the left and right sides of the center-

THIS IS THE ORIGINAL FILED IN THE COURT OF COMMON PLEAS, TUSCARAWAS COUNTY, OHIO



Item 5

## LAST WILL AND TESTAMENT

OF

ANNA M. ZIMMER

KNOW ALL MEN BY THESE PRESENTS That I, Anna M. Zimmer, of the Village of Newcomerstown, County of Tuscarawas and State of Ohio, being of sound and disposing mind and memory and not under any restraint, do hereby make and publish this, my last will and testament, in manner and form to-wit:

## ITEM 1.

I desire and direct that my just debts and funeral expenses shall be first fully paid.

## ITEM 2.

I give and bequeath unto my two daughters, Lois Zimmer and Marian Zimmer, all my household goods, furniture, furnishings and personal effects, including all jewelry, equally share and share alike, to be divided between them as they may agree.

## ITEM 3.

I direct that my home in which I may reside at the time of my death be not sold or conveyed for a period of one year after my decease, but that the same remain as a home for either or both my said daughters for said period, if they desire.

## ITEM 4.

All the rest, residue and remainder of my estate after allowing for the provisions of items numbers 1, and 2 herein, I give, devise and bequeath unto my four children, Frederick Zimmer, Lois Zimmer, David Zimmer and Marian Zimmer, their heirs and assigns, forever, and in fee simple, equally share and share alike.

## ITEM 5.

I hereby nominate and appoint my daughter, Lois Zimmer, as Executrix of this, my last will and testament, and I request that she may be permitted to act as such without bond. In the event my said daughter, Lois Zimmer, for any reason may be unable to qualify as such Executrix, or shall decline such appointment, then I ask that the Probate Court appoint an Executor or Executrix from among my other children, as they may agree. I hereby especially authorize and direct that the executor or executrix of my said estate be granted a reasonable and liberal allowance for expenses and services rendered as such in addition to the allowances permitted by law. I further authorize and empower my said executrix to settle, adjust, compromise, compound, release and receipt for any and all claims due to or from my said estate; further authorizing and empowering my said executrix to

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TUSCARAWAS CO.  
PROBATE COURT

MICROFILMED

sell and dispose of any part or all of my said estate, whether real or personal property, at either public or private sale, and upon such terms and conditions as she may deem proper, and to execute and deliver such contracts, assignments, deeds or instruments of conveyance as may be necessary in the premises for that purpose without proceedings in the Probate or any other court. I desire that no bond as executrix or executor of my said estate be required if such appointment is taken by any of my said children.

ITEM 6.

I hereby revoke all former wills by me heretofore made.

In Witness Whereof I have hereunto set my hand this 22nd day of December,  
A. D. 1937.

Anna M. Zimmer

Signed, prepared and acknowledged by the said Anna M. Zimmer as her Last Will and Testament in our presence as witnesses at her request and signed by us as such witnesses in her presence and in the presence of each other the day and year last aforesaid.

MICROFILMED

Flournoia Guedel  
New Philadelphia, Ohio

R. S. Christman  
New Philadelphia, Ohio

# Application for Probate of Will

Revised Code, Sec. 2107.11-13

No. 36144 Doc. 57 Page 64 Filed AUG 15 4 10 PM '73 19 73

The State of Ohio, Tuscarawas County, Common Pleas Court, Probate Division

In the Matter of the Will of

Anna M. Zimmer

Deceased

Application for Probate of Will  
No. 36144

FILED  
AUG 15 4 10 PM '73  
TUSCARAWAS CO.  
PROBATE COURT

To the Common Pleas Court, Probate Division, of Said County:

Your applicant respectfully represents that Anna M. Zimmer, domiciled at Oxford Township, RFD# 1, Newcomerstown, Ohio, died on or about the 5th day of August, 1973, leaving an instrument in writing, herewith produced, purporting to be her last will; that the said Anna M. Zimmer died leaving None of the age of years as surviving spouse who resides at, and the following named persons who would be entitled to inherit from said decedent under the statutes of descent and distribution if said decedent had died intestate, to-wit:

| Name                 | Age | Degree of Kinship | P.O. Address and County of Residence        |
|----------------------|-----|-------------------|---|
| Marian A. Craig —    | A.  | Sister            | RFD# 1, Senecaville, Ohio                   |
| Frederic M. Zimmer — | A.  | Brother           | RFD# 1, Magnolia, Ohio                      |
| Lois C. Craig —      | A.  | Sister            | RFD# 1, Newcomerstown, Ohio                 |
| David C. Zimmer —    | A.  | Brother           | 241 Pennsylvania Ave., East Liverpool, Ohio |

Your applicant offers the said will for probate and prays that a time may be fixed for the proving of the same, and that the surviving spouse and those persons, who are known to the applicant to be resident of The State of Ohio, who would be entitled to inherit from the decedent under the statutes of descent and distribution, if said decedent had died intestate, (excepting any person who would be entitled to inherit from said decedent solely by reason of relationship to a deceased spouse thereof), may be notified, in the manner provided by law, of the presentation of the said will for probate. The undersigned hereby waives notice of hearing on the above application.

Lois (Zimmer) Craig Applicant, RFD# 1, Newcomerstown, Ohio Residence

The State of Ohio, Tuscarawas County

The above named Lois Zimmer Craig, being first duly sworn, says that the facts stated and the allegations in the foregoing application contained, are true as she verily believes

Lois (Zimmer) Craig

Sworn to before me and signed in my presence, this 14th day of August, 1973

Notary Public

Notary Public

MICROFILMED

In the Matter of the Will of

Anna M. Zimmer

Deceased

Waiver of Notice and Consent to Probate of Last Will and Testament

We, the undersigned, surviving spouse of Anna M. Zimmer

deceased, and those other persons, who are known to be resident of The State of Ohio, who would be entitled to inherit from the decedent under the statutes of descent and distribution, if said decedent had died intestate, (excepting any person who would be entitled to inherit from said decedent solely by reason of relationship to a deceased spouse thereof), hereby waive notice of the presentation of said decedent's Will for probate, and consent to the admission of the same to probate.

Marian A. Craig (Zimmer) Craig

Lois C. Craig (Zimmer) Craig

Frederic M. Zimmer

David C. Zimmer

Dated August 19 73

In the Matter of the Will of

Anna M. Zimmer

Deceased

Journal Entry on Presentation of Will for Probate

An application having been this day presented to the Court by Lois (Zimmer) Craig

praying that an instrument in writing purporting to be the last will and testament of Anna M. Zimmer, deceased, be admitted to probate:

It is ordered that a hearing on said application be had on the 16th

day of August, 19 73 at 4:15 o'clock P. M. and that the notice, in writing, of the presentation of said will and of the application for the admission of the same to probate, having been waived by the surviving spouse and to all persons, known to the applicant to be resident of The State of Ohio, who would be entitled to inherit from the decedent under the statutes of descent and distribution, if the decedent had died intestate, excepting any such person who would be entitled to inherit from said decedent solely by reason of relationship to a deceased spouse thereof.

George J. Demis Judge

Doc. No. Page Common Pleas Court Probate Division County, O. In the Matter of THE WILL OF Deceased Application for Probate of Will JOURNAL ENTRY Jour. Vol. Page Recorded Dated 19 BARNETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

# JOURNAL ENTRY

Rev. Code, Sec. 2107.16

No. 36144 Doc. 57 Page 64 Filed August 20, 19 73

Probate Court, Tuscarawas County, O., August 20, 19 73

In the Matter of the Will of

ANNA M. ZIMMER

Deceased

Order Admitting to Probate and Record  
A WITNESS DEAD, Etc.

This matter came on this day further to be heard, on the application of.....

Lois Zimmer Craig to admit to probate and record

the<sup>(2)</sup> Will of Anna M. Zimmer, deceased,

late of the Township of Oxford in said County,

heretofore filed in this Court.

It is now shown to the satisfaction of the Court that said decedent died leaving.....

no surviving spouse,

and that the surviving spouse and those persons, who are known to be resident of The State of Ohio, who would be entitled to inherit from the decedent under the statutes of descent and distribution if said decedent had died intestate, (excepting any person who would be entitled to inherit from said decedent solely by reason of relationship to a deceased spouse thereof),

have been duly served with notice of the filing of said

and by the application to admit to probate and record in this Court pursuant to information

under this Court, have waived notice and given consent to the probate of said<sup>(2)</sup> Will.

And it further appearing to the Court that P. S. Olmstead

<sup>1</sup> one of the subscribing

witness<sup>es</sup> to said will,<sup>4</sup> is deceased;

Thereupon Marian Reiss and Lois Jane Trimmer

appeared in open Court and were duly sworn and examined according to law touching the genuineness of the signature of said P. S. Olmstead

attached to said will.<sup>3</sup> Thereupon on this day came

Florence Guedel Pyle, the other subscribing witness to said Will, who having been duly sworn, testified as to the execution and attestation of said Will,

which testimony was reduced to writing, was subscribed by them respectively, and was filed with said will.

MICROFILMED

FILED SEPTEMBER 11 1973

Whereupon the Court finds that the aforesaid instrument of writing, is the<sup>(2)</sup>.....

Will

.....of said

Anna M. Zimmer

.....deceased; that it was

duly executed and attested; and that the said testator, at the time of signing.....<sup>(2)</sup>.....

said Will ..... was of full age, of sound mind and memory and not under any restraint.

Therefore the Court, being satisfied as to its jurisdiction herein, orders the admitting of said <sup>(2)</sup>..... Will ..... to probate and record, and that the testimony of the witnesses herein, be entered of record in this Court.

*George J. Dennis*

Probate Judge

MICROFILMED

1. Here insert, if so, "one of."
2. "Will" or "Codicil" or "Will and Codicil."
3. If other witnesses are examined, give their names, and add, "where duly sworn and testified" and if one of the subscribing witnesses to the will appear in Court and testify, then add, "Thereupon on this day came.....the other subscribing witness to said Will, who having been duly sworn, testified as to the execution and attestation of said Will."
4. Here say, according to the facts, "is (or are) dead"; "has (or have) gone to parts unknown"; "who was (or were) competent at the time of attesting its execution has (or have) become incompetent," ".....and for that reason his (her or their) testimony cannot be obtained within a reasonable time" (first giving the reason).

The State of Ohio,.....County.

I, the undersigned, Judge and ex-officio Clerk of the Probate Court within and for said County, and in whose custody the Files, Journals and Records of said Court are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing entry is taken and copied from the journal of the proceedings of said Court; that the same has been compared by me with the original entry on said journal, and that it is a true and correct copy thereof.

IN TESTIMONY WHEREOF, I hereunto subscribe my name officially and affix the seal of said Court, this..... day of.....19.....

.....  
Judge and ex-officio Clerk

.....  
Deputy Clerk



Item 3.  
83561

# Certificate for Transfer of Real Estate 510-272

Revised Code, Sec. 2113.01

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

In the Matter of  
THE ESTATE OF

No. 36144

Anna M. Zimmer  
Deceased

Certificate for Transfer of Real Estate

To the Recorder of Tuscarawas County, Greeting:

I hereby certify that the records of this Court show that

Anna M. Zimmer, a resident of  
Oxford Township in said County, died testate on the  
(testate or intestate)

5th day of August, 1973, that her last will  
and testament was filed in the Common Pleas Court, Probate Division  
of Tuscarawas County, Ohio, on August 16, 1973, admitted to Probate  
on August 20, 1973 and recorded in the Will Records of said county

and that on the 20th day of August, 1973, Lois Zimmer Craig

was appointed by this Court, executrix

of the estate of said decedent; that said estate is  
being administered under No. 36144 and a memorandum record of said estate  
can be found in Administration Docket No. 57, Page 64 of the Records  
of the Court of Common Pleas, Probate Division, of Tuscarawas County, Ohio.

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

Situated in the Township of Oxford, County of Tuscarawas and  
State of Ohio.

Being located in the Second Quarter of Township 5, Range 3 and  
being a part of a 34.61 acre tract heretofore conveyed to Anna M.  
Zimmer by Certificate of Transfer as recorded in Volume 225 at Page  
20 of the Tuscarawas County Deed Records, the part hereby conveyed be-  
ing more fully described as follows:

Beginning at the most southerly corner of the abovementioned  
34.61 acre tract in the Tuscarawas River; said corner being on the  
corporation line of the Village of Newcomerstown; thence from said  
beginning and with the west bound of said 34.61 acre tract and with  
said corporation line North 2 deg. 30 min. 00 sec. East, 350.58  
feet; thence leaving said bound and line North 70 deg. 12 min. 00  
sec. East, 90.00 feet to an iron pin; thence continuing North 70  
deg. 12 min. 00 sec. East, 237.75 feet to an iron pin; thence  
South 19 deg. 48 min. 00 sec. East, 192.78 feet to an iron pin;  
thence continuing South 19 deg. 48 min. 00 sec. East, 170.78 feet  
to a point in the Tuscarawas River on the south bound of the  
aforementioned 34.61 acre tract; thence in said river with said  
bound South 75 deg. 03 min. 45 sec. West, 462.45 feet to the place  
of beginning, containing 3.143 acres more or less, but subject to  
all legal highways.

Subject however to a perpetual easement and right-of-way  
for public highway and road purposes as granted to the State of  
Ohio by Journal Entry #35118 of the Court of Common Pleas; said  
easement and right-of-way affecting 2.002 acres more or less  
of the above described 3.143 acre tract.

Conveying from the 15.756 acre tract as carried on the  
(continued on back)

1. If testate, "that...last will and testament was filed in the Court of Common Pleas, Probate Division, 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. 2113.01 write in pertinent facts.  
3. "Administrator," "Executor" or "Commissioner to execute instruments of conveyance."

*Certification of this photo copy  
on second page*

Prior instrument reference: Volume 225 Page 20

WITNESS my hand this 15<sup>th</sup> day of August

Signed and acknowledged in presence of:

Lois Zimmer Craig 1974  
Lois Zimmer Craig

Jeanette Walt  
Council Auditor

as Executrix of the Estate of Anna M. Zimmer, dec'd.

The State of Ohio, Tuscarawas County.

Be it remembered, That on this 15<sup>th</sup> day of August, 1974

before me, the subscriber, a Notary Public in and for said county, personally came the above named grantor and acknowledged the signing of the foregoing instrument to be her voluntary act and deed in the capacity described therein for the uses and purposes therein mentioned.

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

Prepared by: Richard L. Stephenson, Attorney at Law

Muriel Audinle, Notary Public  
My Commission Expires March 21, 1978



4910

DEED OF FIDUCIARY  
Statutory Form

From  
To

Received AUG 26 1974 19  
at 8:48 o'clock A.M.  
Recorded AUG 26 1974 19

In TUSCARAWAS County  
Record of Deeds, Vol.  
Page 11  
Recorder's fee - \$3.00

TRANSFERRED  
TRANSFER FEE 19  
CONVEYANCE EXAMINED.  
SEC. 319-202 R. C. COMPLIED WITH  
AMT. Auditor  
By AUG 26 1974 Deputy

BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO  
TUSCARAWAS COUNTY AUDITOR  
No. 72640

tax books of the Tuscarawas County Auditor: 1.141 acres more or less.

Description by D. A. Miskimen, P.S. #5970.

TRANSFERRED  
TRANSFER FEE: 35  
CONVEYANCE EXAMINED,  
SEC. 319-202 R. C. COMPLIED WITH  
AMT

"Deed checked for tract description only"  
11-21-74  
ED F. GASSER  
Tuscarawas Co Engineer  
Deputy

NOV 21 1974

DONALD R. KINSEY  
TUSCARAWAS COUNTY AUDITOR  
No. 72640

CERTIFICATE OF RECORDER

THE STATE OF OHIO, TUSCARAWAS COUNTY, SS:

I, THEODORE M. UNDERWOOD, Recorder of Tuscarawas County, Ohio, do hereby certify that the attached is a full and true copy of a Certificate of Deed as recorded in Volume 510 Page 272 of deed records of Tuscarawas County.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at New Philadelphia, Ohio this JAN 8 1975.

BY Theodore M. Underwood RECORDER  
Dolores Hopson DEPUTY

No. ....  
Doc. .... Page .....  
Court of Common Pleas  
Probate Division  
..... County, O.  
In the Matter of the Estate of  
..... Deceased  
CERTIFICATE FOR TRANSFER  
OF REAL ESTATE  
Transferred....., 19.....  
..... Auditor  
By..... Deputy  
Received for Record  
....., 19.....  
at..... o'clock..... M.  
Recorded Vol..... Page.....  
..... Recorder  
By..... Deputy  
BARNETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

That the name of the devisees and the interests to them pass are as follows:

VOL 510 PAGE 274

| Names              | P.O. Address                                      | Relationship | Interest Passing |
|--------------------|---|--------------|------------------|
| Marian A. Craig    | RFD# 1, Senecaville,<br>Ohio 43780                | daughter     | 1/4 interest     |
| Frederic M. Zimmer | RFD# 1, Magnolia<br>Ohio 44643                    | son          | 1/4 interest     |
| Lois C. Craig      | RFD# 1, Newcomerstown<br>Ohio 43832               | daughter     | 1/4 interest     |
| David C. Zimmer    | 241 Pennsylvania Ave.<br>East Liverpool, O. 43920 | son          | 1/4 interest     |

That the persons inheriting said Real Estate and the interest by each inherited are as follows:

| Names  | P.O. Address | Relationship | Interest Passing |
|--|--------------|--------------|------------------|
| <p>83561</p> <p>RECEIVED FOR RECORD</p> <p>THEODORE M. UNDERWOOD, County Recorder</p> <p>NOV 21 1974 2:24 P.M.</p> <p>Recorded <u>Nov 21 1974</u></p> <p>Vol. _____ Page _____ of the _____ Record of _____</p> <p>Tuscarawas County, Ohio <u>4.00</u></p> |              |              |                  |

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.....Tuscarawas.....County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 15th day of.....November....., 1974..

GEORGE J. DEMIS  
Judge

By Ruby L. Masarilla  
Deputy Clerk



