

# Don R. Wallick Auctions, Inc.

965 N. Wooster Avenue - Strasburg, Ohio 44680 - www.WallickAuctions.com  
Toll Free: 1-866-348-9446 - Tel: 330-878-0075 - Fax: 330-878-7318



## THE TUSCARAWAS COUNTY TITLE COMPANY

200 East Avenue N.E. - P. O. Box 848  
New Philadelphia OH 44663  
Phone: (330) 334-4460 Fax: (330) 343-2875  
Email: [mac@tcc.com](mailto:mac@tcc.com)

### TAX AND LEGAL REPORT

DATE: November 7, 2014

REQUESTED BY: Corona Bay Properties Real Estate

PROPERTY ADDRESS: 454 Bank Lane New Philadelphia Ohio

PRESENT OWNER: Kenneth L. Gowins JR.

VOLUME: 067

PAGE: 330

TRANSFER: April 28, 1992

PARCEL NO: 43-01001-000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2012 TAX DUPLICATES IN THE NAME OF

Kenneth L. Gowins JR

PARCEL NO.: 43-01001-000

DESC: CL 129, 18A CL 132, 11A

TOWNSHIP NAME AND NUMBER: 43 New Phila Rural Twp

#### VALUATIONS:

LAND: 17400  
BUILDING: 46340  
TOTAL: 63740  
ALW:

#### TAXES:

GENERAL TAXES:	\$ 751.02
TAX REDUCTIONS:	\$ - 255.59
10% ROLLBACK:	\$ - 40.61
2 1/2% REDUCTION:	\$ - 162.28
HOMESTEAD CREDIT:	\$ - 12.82
TOTAL PER 1/2 YEAR:	\$ 275.09
UNPAID REAL:	\$
CURRENT SA:	\$
PENALTY:	\$
PRIOR DEL:	\$
TOTAL DUE:	\$ 0

Special Assessments: None

Taxes for the first half year 2013 are paid.  
Taxes for the second half year 2013 are paid.

BY: Tiffany Stephens

PRIOR FILE NO.

This information, including any lot dimensions shown, is derived solely from public records and the internet. While the information is usually reliable, it cannot be guaranteed without a full 30c examination and a current survey to verify its accuracy.

Tuscarawas County, Ohio  
Parcel: 43-01901-000

**SUMMARY**

Owner	GOWNS KENNETH L JR 1414 11TH ST NE MARIETTA OH 44649-4432 USA	Taxpayer	GOWNS KENNETH L JR 1414 11TH ST NE MARIETTA OH 44649-4432 USA
Tax District	43-NRW PHILA NLSN TWP - NRW PHILA CORP (NRW PHILA C.S.D.)	Class	010 SINGLE FAMILY OWNER OCCUPIED
Sublot District	NRW PHILA SD	Subdivision	
Location	451 9th BARK LN	Legal	C : 129 16A 06 192 11A
CD Year		Area	0.200
Ag Year		Sold	04281992
Sale Amount		Page	
	Map # / Routing #		
	Ag District		
	Volume		

**CHARGE**

	Prior	1st Half	2nd Half	Total
Tax	0.00	272.58	270.93	543.51
Special	0.00	0.00	0.00	0.00
Total	0.00	272.58	270.93	543.51
Paid	0.00	270.96	270.98	541.94
Due	0.00	0.00	0.00	0.00
Encov				0.00

**VALUE**

	Appraised	Assessed
Land	17,400	8,000
Improvement	48,340	17,370
Total	65,740	25,370
CALM	0	0
Homestead	Y	
DOC	Y	55,740
		25,300

**TRANSFER HISTORY**

Date	Buyer	Conveyance	Deed Type	Land Only	Sale Amount	Val
04/28/1992	GOWNS KENNETH L JR	1117	WARRANTY DEED	N	80	N

**LAND**

Type	Dimensions	Description	Value
FRONT LOT	55.000 X 231.000	R1H-1 X 10' Depth	17,400

**DWELLING**

Code	Type	Feature	Value
010	01-SINGLE FAMILY	Family Rooms	0
010		Heating	Y
010		Dining Rooms	1
010		Cooling	1
010		Year Built	1933
010		Grade	0-4
010		Finished Basement	1911
010		Frontage Openings	0
010		Full Baths	0
010		Fireplace Closets	0
010		Half Baths	0
010		Living Area	750
010		Other Features	0
010		Appraised Value	47,740

**OTHER IMPROVEMENT**

Code	Description	Yr Blt	V-Rem	Sta	Condition	Value
1	DESG-DETACHED CONCRETE BLOCK GARAGE	1930		600	POOR	1,500
1	SHED-SHED	1970		120	AVERAGE	0

**UTILITIES**

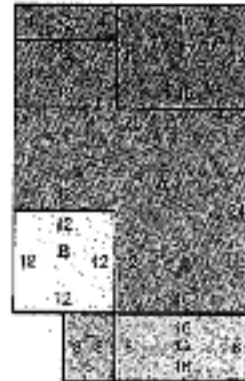
Water	Sewer	Electric	Gas	Mail	Septic	Other
N	N	N	N	N	N	N

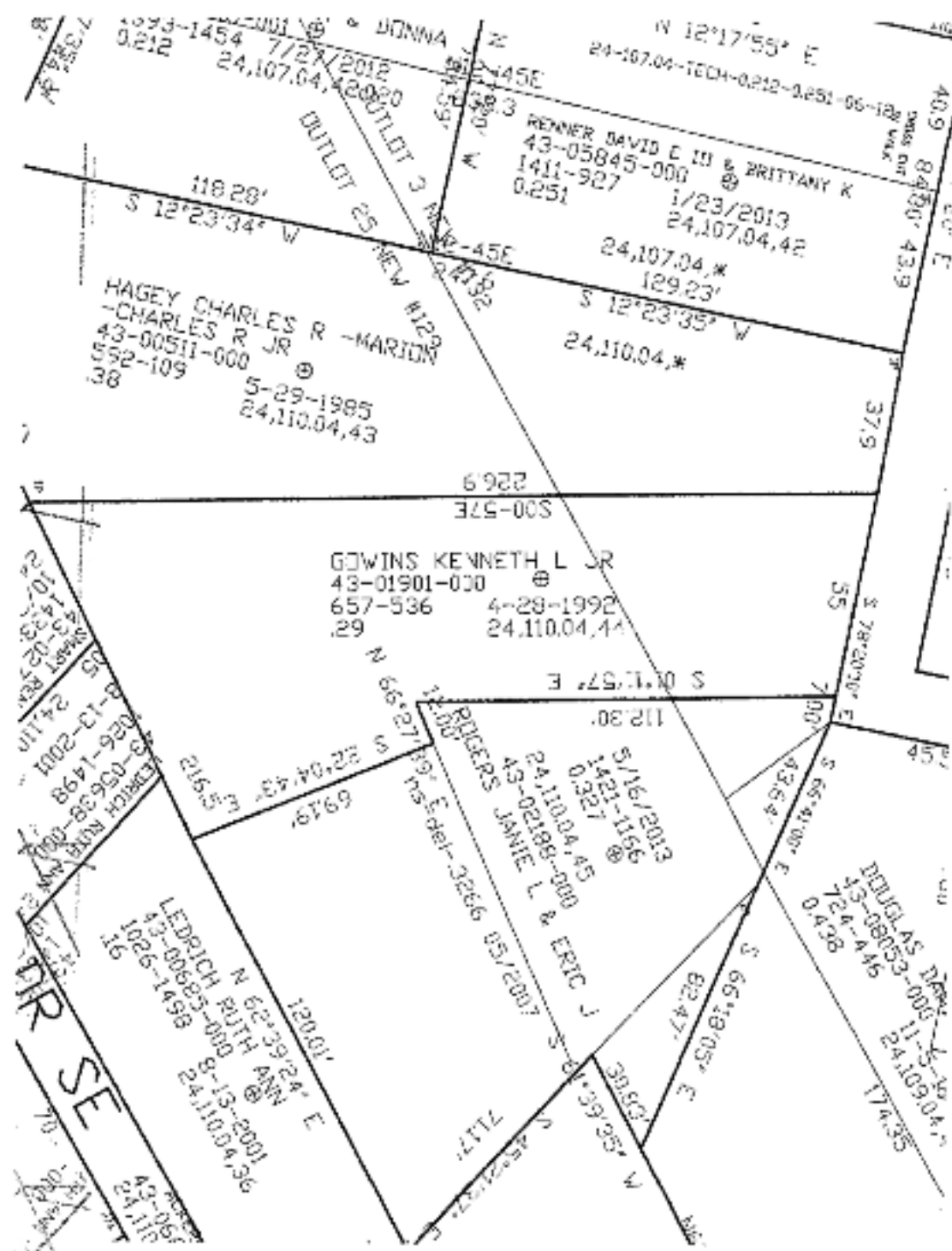
SKETCH

Card 1

Name	Description	Size	[2]
1	DCRG DETACHED CONCRETE BLOCK GARAGE	400	
2	SHED-SHEL	100	
A	1 STRM	500	
B	1 SPR/BA	144	
C	1 SPR/AC	00	
D	OFF	40	
E	OFF	100	
F	WICK	40	
G	OFF	120	

[1]





24-107.04-TECH-0.212-0.251-05-12  
N 12°17'55" E  
24-107.04, 120.00  
0.212

RENNER DAVID E III & BRITTANY K  
43-05845-000  
1411-927  
1/23/2013  
0.251  
24,107.04, 42  
129.23'

HAGEY CHARLES R -MARION  
-CHARLES R JR  
43-00511-000  
552-109  
5-29-1985  
24,110.04, 43  
38

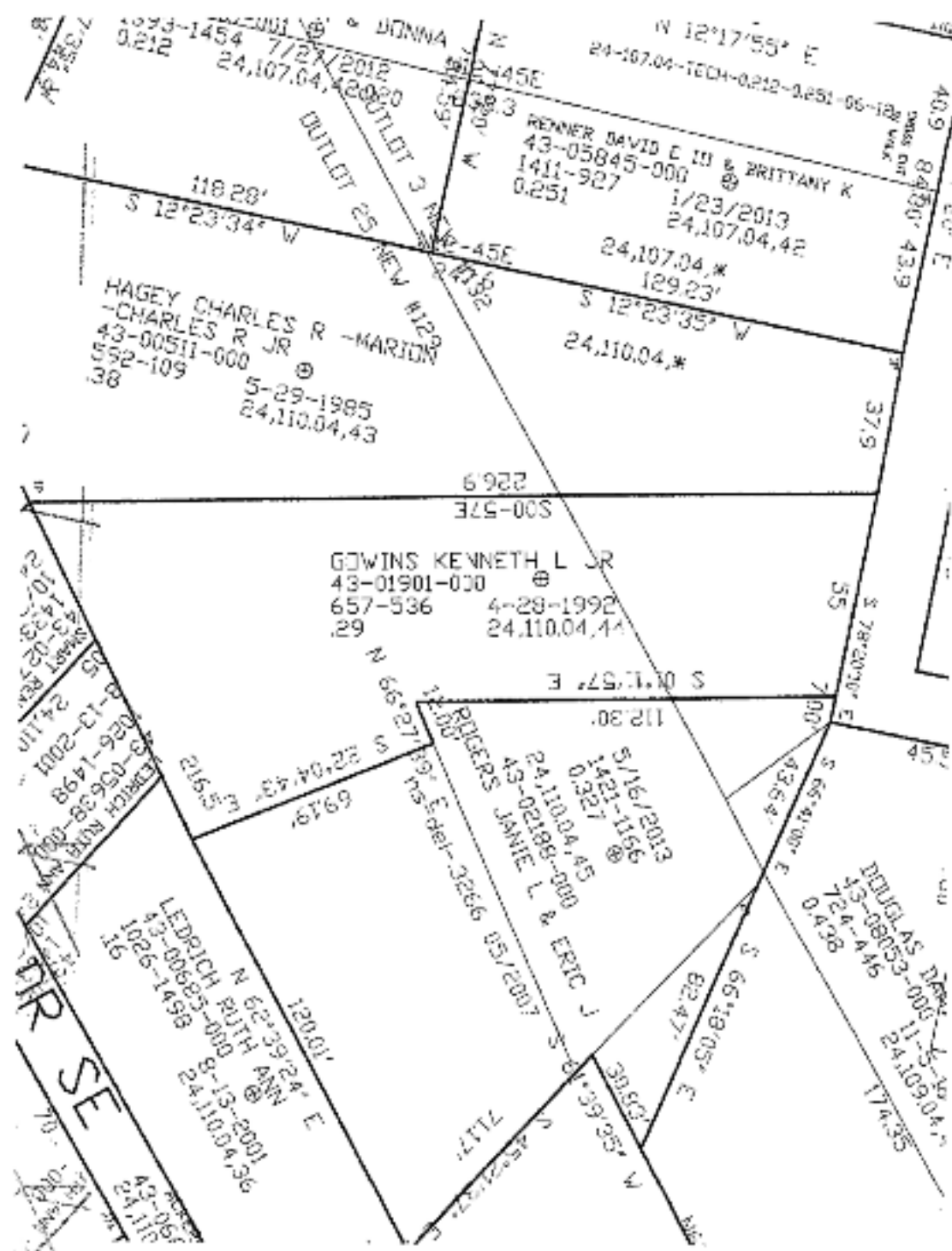
GWINN KENNETH L JR  
43-01901-000  
657-536  
4-28-1992  
24,110.04, 41  
29

RIGGERS JAMIE L & ERIC J  
43-02188-000  
5/16/2013  
1421-1156  
0.327  
24,110.04, 45

LEDRICH RUTH ANN  
43-00585-000  
1026-1498  
8-13-2001  
24,110.04, 36  
119

DEUGLAS DAVID  
43-08053-000  
11-3-2010  
434-446  
24,109.04, 1  
174.35

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8-13-2001  
24,110.04, 36  
119

4112

## GENERAL WARRANTY DEED

(Statutory Form)

KENNETH L. GOWINS and MARGARET E. GOWINS, Husband and Wife, of Tuscarawas County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to KENNETH L. GOWINS, JR., whose tax mailing address is: 454 Bank Lane S.E., New Philadelphia, Ohio 44663, the following real property:

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio, and known as part of Out Lot Three (3) in Jane's Addition to New Philadelphia and part of Out Lot Number Twenty-five (25) of Anderson's Out Lots southeast of New Philadelphia, beginning at the northeast corner of Out Lot No. 25 of Anderson's Out Lots, thence along the North line of said Out Lot 46 deg. West two chains and thirteen links to the Northwest corner thereof, thence South 61 deg. West thirty-five links, thence North 29 deg. West fifty-two links, thence North 77-1/2 deg. West 34 links, thence South 1 deg. East three chains and forty-six links to the East line of Out Lot 25, and Northwest corner of a small tract of Lot No. 24 formerly conveyed by D.P. Moore, thence along the East line of said Out Lot No. 25, North 62-1/2 deg. East three chains and twenty-eight links to the place of beginning, containing fifty-eight (58) hundredths of an acre and being 46/100 of an acre in Out Lot No. 25 and 12/100 acres in Out Lot No. 3.

RESERVING AND EXCEPTING the premises conveyed by Fianna Russell and Sylvester Russell to Cora B. Sneyry by Warranty Deed dated June 21, 1905, and recorded in Volume 159, Page 370, of the Deed Records of Tuscarawas County, Ohio, which premises are more particularly described as follows: Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio; to-wit: Part of Out Lot 3 in Jane's Addition to New Philadelphia and part of Out Lot No. 25 in Anderson's Out Lots Southeast of New Philadelphia, Ohio, bounded as follows, beginning at a stone at the Northeast corner of said Out Lot No. 25 of Anderson's Out Lots, thence along the North Line of said Out Lot South 61-1/4 deg. West 23.1 feet, thence North 30 deg. West along the East line of said Lot 3 in Jane's Addition 34.3 feet, thence North 77 deg. West 7 feet west to a post, thence South 0 deg. 50' East 112 feet to a post, thence North 65 deg. East 105 feet to a post, thence North 46 deg. West 73 feet to the place of beginning, containing 13/100 of an acre and being 12/100 of an acre in said Out Lot No. 25 and 1/100 of an acre in said Lot 3 Jane's Addition, saving and reserving the right to use for alley purposes a strip one rod wide along the East end of said tract at any time grantor may desire to appropriate the same be the same more or less.

Said Out Lot No. 25 of Anderson's Out Lots, now known as Out Lot No. 129 and said Out Lot No. 3 in Jane's Addition is now known as Out Lot No. 132, in the City of New Philadelphia, as renumbered in the year 1937.

FURTHER SAVING AND EXCEPTING the following parcel conveyed by Kenneth L. Gowins and Margaret E. Gowins to Orren J. Hykes and Dorothy M. Hykes by deed dated July 19, 1950, recorded in Vol. 392, Page 568 bounded as follows:

Being a part of a 0.46 acre tract in Out Lot #25 of Anderson's Out Lots described as follows:

Beginning at a stone at the most easterly corner of said

FREDERICK  
WIMMERMAN & ROSS  
CO., L.P.A.  
ATTORNEYS AT LAW  
140 MAIN AVE., N.W.  
P.O. BOX 344  
NEW PHILADELPHIA, OHIO  
44663

MICROFILMED

Out Lot #25 (Tax No. 129); thence with the Southeasterly line thereof, South 63 deg. 54 min. West, 120.0 feet to an iron pin; thence leaving said line North 21 deg. 46 min. West 69.2 feet to an iron pin on the Northwesterly line of the 0.46 acre tract; thence with the Northwesterly line thereof, North 67 deg. 52 min. East, 93.0 feet to the corner of the 0.46 acre tract on the Northeasterly line of said Out Lot; thence with said line, South 45 deg. 28 min. East, 66.3 feet to the place of beginning, containing 0.16 acre, more or less.

Granting unto Grantors, an estate for and during the term of their natural life.

Real estate taxes shall be prorated to the date of closing.

Prior Reference Vol. 252, Page 591.

KENNETH L. GOWINS and MARGARET E. GOWINS, Husband and Wife, the grantors, release all right of dower therein.

WITNESS our hands this 27<sup>th</sup> day of April, 1992.

Signed and acknowledged in the presence of:

*Jack Wilkins*  
*Patricia A. Kauffman*

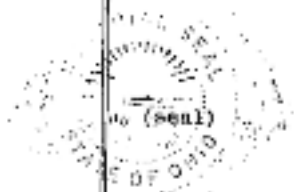
*Kenneth L. Gowins*  
KENNETH L. GOWINS  
*Margaret E. Gowins*  
MARGARET E. GOWINS

STATE OF OHIO  
TUSCARAWAS COUNTY, SS:

SWORN to before me and subscribed in my presence by KENNETH L. GOWINS and MARGARET E. GOWINS, Husband and Wife, this 27<sup>th</sup> day of April, 1992.

*Patricia A. Kauffman*  
Notary Public

PATRICIA A. KAUFFMAN, Notary Public  
State of Ohio  
My Commission Expires April 16, 1993



This instrument prepared by:  
Attorney J. Croq Miller  
New Philadelphia, Ohio

"Not checked for trust description only"  
JOSEPH S. BACHMAN  
Professional Engineer  
23223525, Deputy

REGISTRATION  
COMMERCIAL & RESIDENTIAL  
CO., L.P.A.  
ATTORNEYS AT LAW  
140 PARK AVE., 15th FL.  
P.O. BOX 804  
NEW PHILADELPHIA, OHIO  
44661

4462  
RECEIVED FOR RECORD TRANSFERRED  
DOLORES HOBSON, County Recorder  
CONFIRMANCE EXAMINED  
REC. 319-222 T. C. COVERED WITH

APR 28 1992  
Recorded *Apr 28 1992*  
of the  
County of  
Tuscarawas  
ANT-0-  
JOHN A. BETZEL  
Tuscarawas County Auditor

MICROFILMED





## Commitment for Title Insurance

TUSCARAWAS COUNTY TITLE COMPANY LLC

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

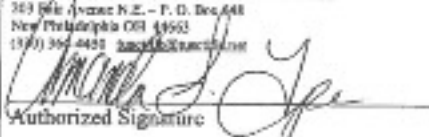


The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Note:

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only in the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.aba.org/>.

<p>Issued through the Office of: TUSCARAWAS COUNTY TITLE COMPANY LLC 269 9th Avenue N.E. - P. O. Box 648 New Philadelphia OH 44663 (330) 362-4425 <a href="mailto:info@tuscara.com">info@tuscara.com</a></p> <p> Authorized Signatory</p>	<p>OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY A STOCK COMPANY 450 Second Avenue South, Minneapolis, Minnesota 09897 (612) 371-1711</p> <p>By:  President Attest:  Secretary</p>
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**SCHEDULE A**

1. Effective Date: October 31, 2014 at 8:00 a.m. File Number: 00243692
2. Policy or policies to be issued: Amount
- a. ALTA Owner's Policy 6-17-06 Policy Amount: \$ 0.00  
Proposed Insured: To be determined
  - b. ALTA Loan Policy 6-17-06 Policy Amount \$ 0.00  
Proposed Insured: its successor and/or assigns, as their interest may appear.
3. The estate or interest in the land described or referred to in this Commitment is:  
[Fee Simple]
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Kenneth L. Gowins Jr., (Fee Simple) and Kenneth L. Gowins and Margaret E. Gowins, Husband and  
Wife (Life Estate Interest) by virtue of General Warranty Deed recorded in Volume 457, Page 536,  
Tuscarawas County Deed Records.
5. The land referred to in this Commitment is described as follows:  
See Exhibit A attached hereto and made a part hereof.

**SCHEDULE B - SECTION I**

**Requirements:**

1. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
2. Proper execution, delivery and recording of General Warranty Deed executed by Kenneth L. Gowins Jr., in favor of To be determined.
3. Termination of Life Estate of Kenneth L. Gowins and Margaret E. Gowins, Husband and Wife.

### SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material thereto or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear only on Schedule B exception to any final policy issued in this transaction: Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy. \_\_\_\_\_
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception. \_\_\_\_\_
9. No title examination of the U. S. District Court or Bankruptcy Court records.
10. Anything to the contrary notwithstanding, the Final Policy will not insure the quantity of land set forth in the legal description recited in Schedule A.
11. Real estate taxes for the full year 2013 in the amount of \$276.56 per half (Includes a Special Assessment in the amount of \$6.00 to MWCD and a reduction of per half taxes in the amount of \$162.28 for Homestead Reduction) are paid. Taxes for the year 2014 and thereafter are undetermined but a lien on said premises. Valuations: Land 6,090 Buildings 17,720 Total 23,810 Parcel No. 43-01901.000 Desc. OL 129 .18A OL 132 .11A
12. All matters as shown on the Plat of Anderson's Out Lots recorded in Volume 1A, Page 64, Tuscarawas County Plat Records.
13. All matters as shown on the Plat of Jane's Addition recorded in Volume 1A, Page 63, Tuscarawas County Plat Records.
14. Reservation of Right to Use for alley purposes, a strip of land one (1) rod wide by Farris and Sylvester Hummell as recorded in Volume 159, Page 370, Tuscarawas County Deed Records. No further title examination was performed under the above instrument. (see attached copy)

16. Easement to Ohio Power recorded in Volume 299, Page 57, Tazewell County Deed Records. (see attached copy)

Exhibit A

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio and known as part of Out Lot Three (3) in Jane's Addition to New Philadelphia and part of Out Lot Number Twenty-five (25) of Anderson's Out Lots southeast of New Philadelphia, beginning at the northeast corner of Out Lot No. 25 of Anderson's Out Lots, thence along the North line of said Out Lot 46 deg. West two chains and thirteen links to the Northwest corner thereof, thence South 61 deg. West thirty-five links, thence North 29 deg. West fifty-two links, thence North 77-1/2 deg. West 94 links, thence South 1 deg. East three chains and forty-six links to the East line of Out Lot 25, and Northwest corner of a small tract of Lot No. 24 formerly conveyed by D.P. Moon, thence along the East line of said Out Lot No. 25, North 62-1/2 deg. East three chains and twenty-eight links to the place of beginning, containing fifty-eight (58) hundredths of an acre and being 46/100 of an acre in Out Lot No. 25 and 12/100 acres in Out Lot No. 3.

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Said Out Lot No. 25 of Anderson's Out Lots, now known as Out Lot No. 129 and said Out Lot No. 3 in Jane's Addition is now known as Out Lot No. 132, in the City of New Philadelphia, as remembered in the year 1937.

FURTHER SAVING AND EXCEPTING the following parcel conveyed by Kenneth L. Gowins and Margare E. Gowins to Orren J. Hykes and Dorothy M. Hykes by deed dated July 10, 1959, recorded in Vol. 392, Page 568 bounded as follows:

Being a part of a 0.46 acre, tract in Out Lot #25 of Anderson's Out Lots described as follows:

Beginning at a stone at the most easterly corner of said Out Lot #25 (Tax No. 129) thence with the Southeastern line thereof, South 63 deg. 54 min. West, 120.0 feet to an iron pin; thence leaving said line North 21 deg. 46 min. West 69.2 feet to an iron pin on the Northwestern line of the 0.46 acre tract; thence with the Northwestern line thereof, North 67 deg. 53 min. East, 93.0 feet to the corner of the 0.46 acre tract on the Northeastern line of said Out Lot; thence with said line, South 45 deg. 28 min. East, 56.3 feet to the place of beginning, containing 0.15 acre, more or less.

159/340

County, bounded as follows, to-wit: Beginning on the easterly boundary line of Seventh Street in said City of New Philadelphia, at the Southwesterly corner of 30x264 feet off of the North side of said 82/100 acre tract, recently conveyed by said grantors to Charles J. Satchel, which point of beginning is south 12° westerly from the north westerly corner of said 82/100 acre tract, thence south 12° west thirty-eight and twenty-six hundredths (38.26/100) feet more or less along the westerly boundary line of said 82/100 acre tract to the North west corner of the 70 x 264 feet off of the south side of said 82/100 acre tract, conveyed by said grantors to W. J. Squire March 9th 1905, thence south 72° west along said W. J. Squire northerly boundary line Two Hundred and Sixty-Four (264) feet to the westerly line of Somerset Alley in New Philadelphia, extended northerly; thence north 12° east along the westerly line of Somerset Alley extended northerly as aforesaid, (and the westerly line of said 82/100 acre tract) thirty-eight and twenty-six hundredths (38.26/100) feet more or less, to the South west corner of the thirty-five (35 x 264 feet conveyed by said grantors to Charles J. Satchel as aforesaid, thence north 78° west along said Satchel's southerly boundary line Two Hundred and Sixty-Four (264) feet to the place of beginning, containing Twenty-three hundredths (23/100) of an acre more or less. Also the right to use, as a public alley Somerset Alley in said City of New Philadelphia, extended northerly to its full width, lying immediately east of and adjoining the 82/100 acre tract hereby conveyed, as described in the deed from Byron O. Henderson and wife in deed first above mentioned. TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereto belonging, to the said Jesse C. Henderson his heirs and assigns forever. And the said George P. Polen and Fredora Polen for themselves and their heirs, do hereby covenant with the said Jesse C. Henderson his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER; Excepting a mortgage executed by said George P. Polen and Fredora Polen ALL INCUMBRANCES WHATSOEVER; Excepting a mortgage executed by said George P. Polen and Fredora Polen to Jesse K. Gosh, dated Aug. 9th. 1905, calling for the payment of Seventeen Hundred Dollars (\$1700.00) one year after date, with interest at Five (5) per cent. per annum, payable annually, recorded in Vol. 26 Page 546, which said Jesse C. Henderson assumes and agrees to pay, and that they will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said Jesse C. Henderson his heirs and assigns, against the lawful claims of all persons whatsoever Excepting the mortgage aforesaid. IN WITNESS WHEREOF, The said George P. Polen and Fredora Polen of the County of Tuscarawas, State of Ohio, do hereby release their right of dower in the premises hereunto set their hands, this 24th day of March in the year of our Lord one thousand nine hundred and six (1906)

Signed and acknowledged  
in presence of  
Mary B. Polen  
John A. Hines

George P. Polen  
Fredora A. Polen

The State of Ohio Tuscarawas County, 46.

BE IT REMEMBERED, that on this Twenty-Fourth day of March A. D. 1906 before me, the subscriber, a Notary Public in and for said county, personally came the above named George P. Polen and Fredora Polen the grantors in the foregoing deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

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

Received Mar. 24, 1906  
AT 1.10 P. M.  
Received Mar. 28, 1906  
Fee \$1.25

John A. Hines (seal)  
Notary Public.

*R. E. Haver* - Recorder.

Fluena Hummel  
Sylvester Hummel  
To  
Core B. Sweeney

KNOW ALL MEN BY THESE PRESENTS, That We Fluena Hummel and Sylvester Hummel her husband, the GRANTORS, for the consideration of Five DOLLARS, (\$5.00) received to our full satisfaction of Core B. Sweeney, the GRANTEE, do give, grant, bargain,

sell and convey unto the said Sweeney her heirs and assigns, the following described premises situated in the City of New Philadelphia, County of Tuscarawas, and State of Ohio: To-wit: Part of Out Lot Three (3) in James Addition to New Philadelphia and Part of Out lot number twenty five (25) in Anderson Out lots South east of New Philadelphia Ohio bounded as follows: beginning at a stone at the north east corner of said out lot No. 25 of Anderson's Out lots thence along the north line of said out lot South 51 1/4° West 25.1 Feet thence North 30° West along the east line of said lot 3 in James Addition 345 Feet thence North 77° West 7 feet to a post thence South 0.° 50' East 112 feet to a post thence North 66° East 105 feet to a post thence North 46° west 75 feet to the place of beginning containing Fifteen (15/100) hundredths of an acre and being 17/100 of an acre in said Out Lot No. 25 and 1/100 of an acre in said lot 3 James Addition saving and reserving the right to use for alley purposes a strip one rod wide along the east end of said tract at any time Sweeney may desire to appropriate the same to the same width or less, but subject to all legal highways. TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereto belonging, unto the said Sweeney, her heirs and assigns forever. And I, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Sweeney, her heirs and assigns that we will defend the possessing of these premises to us well seized of the above described

premises as a good and lawful estate in fee simple, and have good right to bargain and sell the same in manner and form as above written; that she was and free and clear from all incumbrances whatsoever, and that I will WARRANT AND DEFEND said premises, with the appurtenances thereto belonging, to the said grantee her heirs and assigns forever, against all lawful claims and demands whatsoever. And I, the said Sylvester Russell husband of said Thelma Russell do hereby renounce, release and forever quit-claim unto the said grantee and her heirs and assigns, all my right and title of power in the above described premises.

IN WITNESS WHEREOF, we hereunto set our hands, this 21st day of June in the year of our Lord one thousand nine hundred and five.

Signed and acknowledged  
in presence of  
Theater Roney  
J. H. Booth

Mrs. Thelma Russell

Sylvester Russell

THE STATE OF MISSOURI, PULASKI COUNTY, ss.

BERNIE ME, a Notary Public in and for said County, personally appeared the above named Thelma Russell and Sylvester Russell, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at-----this 21st day of June A. D. 1905

Received Mr. 24, 1906  
AT 1.12 P. M.  
Recorded Vol. 28, 1906  
Fee .30

J. H. Booth (seal)  
Notary Public

*R. G. Haverman*

Recorder.

478 Norman L. Kern & wife  
Ella H. Kern  
To  
Abram Stahl

KNOW ALL MEN BY THESE PRESENTS, that we Norman L. Kern and Ellen H. Kern his wife and Ella H. Kern the grantors, for the consideration of Two Hundred and seventy five and 25/100 DOLLARS, (\$275.25/100) received to our full satisfaction of Abram

Stahl, the grantee, do give, grant, bargain, sell and convey unto the said grantee, his heirs and assigns, the following described premises, situated in the Township of Dover, County of Pulaski, and State of Ohio: viz part of the north half of section twelve (12) in Township Eight (8) of Range Three and being part of a tract of 35 15/100 acres conveyed to said grantors by the heirs of Simon S. Kern by deed bearing date January 6 A. D. 1905 recorded in Pulaski County deed records in volume 126 at page 526 & 527 bounded as follows to wit, beginning at a stone at the north east corner of said tract, thence south 87° east six chains and fifty two links to a stake thence North 10° East three chains and ninety four links to a stake thence North 72° West six chains and thirteen links to an Elm tree 6 inches in diameter thence North 60 1/2° West four chains and ninety five links to a stake in the line thence south 81 1/2° east seven chains and sixty six links to the place of beginning containing four and twenty four (4 24/100) acres by the survey or less, but subject to all legal rights. TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereto belonging, unto the said grantee, his heirs and assigns forever. And We, the said grantors, do for ourselves and our heirs, executors and administrators, covenant with the said grantee, his heirs and assigns, that good shall the enjoying of these presents we are well seized of the above described premises as a good and lawful estate in fee simple, and have good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever, and that we will WARRANT AND DEFEND said premises, with the appurtenances thereto belonging, to the said grantee, his heirs and assigns forever, against all lawful claims and demands whatsoever. And I, the said Ella H. Kern wife of said Norman L. Kern do hereby renounce, release and forever quit-claim unto the said grantee, and his heirs and assigns, all my right and title of power in the above described premises.

IN WITNESS WHEREOF, we hereunto set our hands, this 15th day of January in the year of our Lord one thousand nine hundred and six.

Signed and acknowledged  
in presence of  
Arba Kern  
J. H. Booth

Norman L. Kern  
Ellen H. Kern  
Ella H. Kern

Witnesses for Ella H. Kern  
Willie Spahr  
Arba Kern

THE STATE OF MISSOURI, PULASKI COUNTY, ss.

BERNIE ME, a Notary Public in and for said County, personally appeared the above named Norman L. Kern and Ella H. Kern his wife, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at-----this 15th day of January A. D. 1905.

J. H. Booth (seal)

Notary Public

The State of Ohio Pulaski County ss.

Before me a Notary Public in and for said county personally appeared the above named Ella H. Kern who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed. In testimony whereof I have hereunto set my hand and official seal this 22nd





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**Auction Conducted By:**  
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Don R. Wallick Auctions, Inc.  
865 N. Wooster Avenue  
Sarasburg, Ohio 44880  
Info@WallickAuctions.com  
<http://www.WallickAuctions.com>



Toll Free: 1-888-348-9448 - Tel: 330-878-0075 - Fax: 330-878-7318