

H. E. & Chas. S. Francis. S^o E. Christian

Know all men by these presents that we Charles S. Francis and Harriet E. Francis husband and wife the grantors for the consideration of two hundred and fifty dollars \$250.⁰⁰ received to our full satisfaction of E. Christian the grantee do give, grant, bargain, sell and convey unto the said grantee his heirs & assigns, the following described premises, situated in the Township of Middleburgh county of Cuyahoga and state of Ohio, and known as lot number twenty one 21, in Francis' allotment. Beech street extension in aforesaid Township be the same more or less but subject to all legal highways. To have and to hold the above granted and bargained premises with the appurtenances thereunto belonging unto the said grantee his heirs and assigns forever. And we the said grantors do for ourselves and our heirs executors & administrators covenant with the said grantee his heirs and assigns, that at and until the sealing of these presents we are well seized of the above described premises as a good and indefeasible estate in fee simple & have good right to bargain and sell the same in manner and form as above written, and that the same are free and clear from all encumbrances whatsoever, and that we will warrant and defend said premises with the appurtenances thereunto belonging to the said grantee his heirs and assigns forever, against all lawful claims and demands whatsoever. And I the said Harriet E. Francis wife of said Charles S. Francis do hereby remise, release & forever quit claim unto the said grantee and his heirs and assigns, all my right & title of dower in the above described premises. Also all my fee simple in above lot. In witness whereof we hereunto set our hands & seals the 27th day of December in the year of our Lord one thousand eight hundred and eighty.

signed, sealed & delivered in presence of
G. A. Hubbard. J. W. Hulse.

Charles S. Francis

Mrs Harriet E. Francis

The state of Ohio, ss. Before me a Notary Public in and for said county personally appeared Cuyahoga county the above named Charles S. Francis & Harriet E. Francis who acknowledged that they did sign and seal the foregoing instrument & that the same is their free act and deed. I further certify that I did examine the said Harriet E. Francis separate and apart from her said husband & did then & there make known to her the foregoing instrument and upon that examination she declared that she voluntarily sign, seal and acknowledge the same & that she is still satisfied therewith. In testimony whereof I have hereunto set my hand & official seal at Berea O. this 27th day of December A.D. 1880.

G. A. Hubbard, Notary Public Notarial Seal

Rec^d Jan^y 14, 1881, at 3⁰² P.M.

Recorded Jan^y 18, 1881. J. A. M. Vandick Recorder

J. H. Rhodes, Receiver of the Painesville, Canton & Bridgeport Narrow
Gage R. R. Co. S^o Chapin Falls & Southern R. R.

To all to whom these presents shall come. Know ye that whereas at a term of the Court of Common Pleas of the county of Cuyahoga in the state of Ohio, begun and held at the Court House in the city of Cleveland in said county, on the day of May A.D. 1880, in an action therein pending wherein George Lea was plaintiff and the Painesville Canton & Bridgeport Narrow Gage R. R. Co. et al. were defendants a decree and judgement was rendered and entered by said Court wherein it was found, ordered, adjudged and decreed as follows, to wit: This cause came on to be heard upon the pleadings and exhibits and the report of J. H. Rhodes Esq. to whom the same was referred at the March term 1880, by interlocutory decree and order of the Court and there being no exceptions to said report, and the same having been examined by the Court, is found to be correct to the extent that the same purports to determine the matters referred by the order of the Court, and the same is her

confirmed, On consideration whereof the Court find that there is due for rights of way which remains unpaid to the persons here named the sums following to wit:

1.	To George Sea	\$200. ⁰⁰	with interest from June 1. st 1876,
2.	" Oscar Russell	\$50. ⁰⁰	" " " "
3.	" J. H. Bishop	\$200. ⁰⁰	" " " Sept. 14. th 1876.
4.	" Mary J. Onderdonk	\$200. ⁰⁰	" " " Oct. 1. st 1877
5.	" David Smith	\$400. ⁰⁰	" " " " " "
6.	" John Cavan	\$50. ⁰⁰	" " " " " "
7.	" J. C. Kennedy	\$75. ⁰⁰	" " " " " "
8.	" J. W. Williams	\$405. ⁰⁰	" " " Nov. " "
9.	" A. B. Gardner	\$500. ⁰⁰	" " " Oct " "
10.	" J. G. Coleman	\$450. ⁰⁰	" " " " " "

and that the same is with the interest the first lien upon said Rail Road and to be first paid out of the proceeds of sale after the payment of costs. The Court further find that the defendants Adams & Co. John W. Williams & Son, The Chagrin Falls Paper Company, Bullard & Pratt, Orian S. Proyer, James G. Colman, Julius S. Giles, Emory M. Sheffield, William Hutchings & Washington Gates were contractors of the construction of said Rail Road from Chagrin Falls to Blon upon the terms and conditions set forth in their answer, which the Court find to be true.

That they performed their said contract as therein stated. That since June 1.st 1878 they have retained possession of and operated the portion of the road so constructed by them for their own protection. That they were compelled to and did to enable the road to be operated, build the fences and construct the side tracks, depots, turn tables, and tanks mentioned in their said answer, upon the rights of way and grounds purchased by them and also paid the taxes set forth in their answer, and that the same together with the excess of the costs of the construction under said contract, amounts to the sum of \$7453.⁴⁵ over all income by them received up to Dec 14.th 1879, and which with interest from Dec 14.th 1879. the Court find to be a lien upon said road, income and property prior to the lien of the first mortgage bonds hereinafter mentioned less the income over and above all expenses of running the road from the 14.th day of December 1879. to the day of sale. The Court further find that said Company, on or about Augt 1.st 1876. made its mortgage upon the entire line of road from Painesville to Bridgport which stipulates on its face that the lien thereof shall not exceed \$12,000.⁰⁰ per mile. That no part of said road has been constructed except the part aforesaid between Blon and Chagrin Falls, and the question whether if the bonds already issued exceed the sum of \$12,000.⁰⁰ per mile of the road so constructed, the excess can be charged as a lien on the part so constructed, is left open for future determination. And it further appearing to the Court that it is necessary to sell the property of said Company to pay the debts and liens aforesaid, together with the interest of the bonds secured by mortgage as aforesaid, the correct amount of which is unknown to the Court. The Court also find that the Referee is entitled to \$150.⁰⁰ for services to be taxed with the costs. It is therefore ordered by the Court that J. H. Rhodes Esq be and he is hereby appointed Receiver of said Rail Road Company, and also Special Master Commissioner, he is hereby authorized to sell at public auction pursuant to the law, relating to the sale of real estate, all the property real and personal belonging to said Company, whether in the county of Cuyahoga or in other counties of the state of Ohio, through which by its charter the line of said Rail Road passes with its rights and franchises and all rolling stock of every kind, tools, supplies and property of whatever kind owned by said company, and used in operating said Rail Road, ordered further that as such Receiver he make settlement with the defendants in possession of said Rail Road, for receipts & expenditures from Dec 14. 1879. to the day of sale, and in such settlement he apply any surplus of earnings as a payment upon said sum of \$7453.⁴⁵ Ordered further

that as such Receiver because notice to be given in the Cleveland Herald & Chagrin Falls Exponent, for three successive weeks to all bond holders to present their bonds within a limited time, so that the Court may be advised of the amount issued, and that he make report of the same with a statement of the interest due and unpaid. Ordered further that out of the proceeds of sale he pay first the cost of this proceeding including reasonable counsel fees, second all taxes remaining unpaid. Third: The amounts found due to the several defendants and the plaintiff for rights of way, and upon payment that he require each party to convey by some proper instrument for rail road purposes only, to the purchasers the right of way so paid for. Fourth: that he pay next the balance of said sum of \$7453.⁴⁸ after applying earnings as aforesaid. Fifth, that he pay next the interest due and unpaid on said bonds, and lastly such portion of the principal as he may have proceeds applicable thereto. Ordered that as such Receiver he give bond in the sum of \$5,000.⁰⁰ conditioned according to law, with security to be approved by the Clerk of this Court, and that he make report of his proceedings to the next term of this Court to which time this cause is continued, And afterwards to wit: On the 13th day of August A.D. 1880, said Court of Common Pleas issued an order of sale on said judgment and decree, directed to J. F. Rhodes Esq. as Receiver of said Court who under & by virtue of the command of said his order of sale did on the 17th day of August 1880 cause all the property real & personal, belonging to said Company whether in the county of Cuyahoga or in other counties in the state of Ohio, through which by its charter the line of said rail road passes, with its rights, franchises and all rolling stock of every kind, tools, supplies, and property of whatever kind owned by said company and used in operating said Rail Road, to be appraised by Charles Deatimer, G. F. Lewis & G. F. Bickox three disinterested free holders & residents of Cuyahoga County, who were first duly sworn by him to appraise the same at its real value in money, and who after personal examination and inspection, reported its value to be \$25,000.⁰⁰ And thereafter after first filing a copy of their said appraisal with the clerk he caused said property of said C. & B. N. Y. R. R. Co as above described to be advertised for six successive weeks in the Chagrin Falls Exponent, a paper published and of general circulation in the said county of Cuyahoga, and also in the "Geauga Republican" a paper published and of general circulation in Geauga County Ohio, to be sold at Cleveland Ohio, at the South door of the Court House, on the 25th day of September 1880, at 12. M. of said day and having so advertised in said two counties through which said Rail Road is constructed and running, in said two newspapers for more than forty days prior to the day of sale he did on said 25th day of September 1880, at 12. M. at the South door of the Court House in Cleveland offer said property for sale at auction & thereupon came J. W. Pope, J. W. Williams and William Hutchings, and bid for the same the sum of \$16,672.⁰⁰ and said amount being the highest and best bid, and being more than two thirds of the appraised value, he then and there sold said property to said Pope, Williams & Hutchings for said sum of \$16,672.⁰⁰ And whereas subsequent to the confirmation of said sale as hereinafter reported, said J. W. Pope, J. W. Williams and William Hutchings for a valuable consideration transferred their said bid to the Chagrin Falls & Southern Rail Road Co. and directed the Receiver to deed the property so purchased by them to said Chagrin Falls & Southern Rail Road Co. And whereas the said Receiver having made due return of said his order of sale, and his said proceedings in the premises to said Court on the said first day of October A.D. 1880, and said Court, at the October term thereof, having examined the proceedings and sale aforesaid, and being satisfied of the legality of said sale, and that the same was in all respects in conformity to the law, ordered the said Receiver to make to the said Chagrin Falls & Southern Rail Road Company

a deed for said premises. Now therefore I the said J. H. Rhodes Receiver as aforesaid, in pursuance of the sale and order aforesaid, and in consideration of the sum of sixteen thousand six hundred and seventy two dollars, \$16,672.⁰⁰, to me in had paid by the said Chagrin Falls & Southern R. R. Co. the receipt whereof is hereby acknowledged, have bargained and sold and do hereby grant, bargain, sell, release & convey to the said Chagrin Falls & Southern R. R. Co. its heirs and assigns forever, the premises above described, with their appurtenances & all the right, title and estate of the above named defendants in and to the same, to have and to hold said premises, with the appurtenances unto the said Chagrin Falls & Southern R. R. Co. its heirs and assigns forever, in as full and ample an estate as I the said J. H. Rhodes as said Receiver, can or ought to convey the same by virtue of the proceedings aforesaid. In testimony whereof I J. H. Rhodes Receiver as aforesaid, have hereunto set my hand and seal, at Cleveland Ohio this 17.th day of November A.D. 1880.

Signed sealed & delivered in presence of
George A. Smith William J. Lewis

J. H. Rhodes  Receiver.

The State of Ohio ss. Be it remembered that on the 17.th day of November A.D. 1880, before me in and for said county personally appeared the above named J. H. Rhodes Receiver of the Court of Common Pleas of said county, and acknowledged the foregoing conveyance to be his voluntary act and deed as said Receiver. In witness whereof I have hereunto set my hand & official seal, at Cleveland Ohio this day and year aforesaid.

George A. Smith, Notary Public 

Rec^d Jan^y 14, 1881. at 3.⁰⁰ P. M.

Recorded Jan^y 18, 1881. J. A. M. Vandick Recorder

Mary Beneda, & Roman Dreher. To Jas Machacek.

Know all men by these presents that we Mary Beneda widow of J. Beneda, now Mary Dreher & Romann Dreher her husband of Cleveland Ohio. the grantors for the consideration of One dollar, \$1.⁰⁰, received to our full satisfaction of James Machacek of the same place the grantee do give, grant, bargain, sell and convey unto the said grantee his heirs and assigns, the following described premises, situated in the city of Cleveland county of Cuyahoga and state of Ohio, and known as the North part of sublot number four hundred and sixty one 461, of a subdivision of part of original lot number forty eight, 48, made by Elisha Taylor & James M. Hoyt and recorded in said county of Cuyahoga in the office of the Recorder in Book No one, 1, of maps and subdivisions page thirty six, 36, said North part of said sublot No 461, being ninety seven, 97, feet front on Elk street, and extending back on the South line of said North part of said sublot No. 461, to an alley sixty two, 62, feet and no more be the same more or less but subject to all legal highways, to have and to hold the above granted and bargained premises with the appurtenances thereunto belonging unto the said grantee and his heirs and assigns forever. And we the said grantors do for ourselves and our heirs executors & administrators covenant with the said grantee and his heirs and assigns, that at and until the ensueing of these presents we are well seized of the above described premises as a good and indefeasible estate in fee simple and have good right to bargain & sell the same in manner and form as above written and that the same are free and clear from all encumbrances whatsoever, and that we will warrant and defend said premises with the appurtenances thereunto belonging to the said grantee his heirs and assigns forever, against all lawful claims & demands whatsoever. And I the said Mary Dreher, formerly Beneda, wife of said Romann Dreher do hereby remise, release and forever quit claim unto the said grantee and his heirs & assigns, all my right and title of dower in the above described premises. In witness whereof we have hereunto set our hands & seals the thirteenth day of January in the year of our Lord one thousand eight hundred and eighty one.