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• 279

400

~~SURVEY OF~~ SKETCH SHOWING APPROX. SIZE LOT NO. 14

MASSILLON, STARK, OHIO

FOR Irene Sorg

DATE 10-30-58

BY H. M. PIPER - REGISTERED ENGINEER AND SURVEYOR

SCALE: 1" = 100'



1ST ST. N.W. 40'

320.1

12' Alley
462±

LOT NO. 14
3.2 AC. ±

362±

Canal Land
(leaved)

370±

20' Alley

815 W

This indenture witnesseth, that Lucille E. DiOrio, Irene Carlin, Florence B. Raffath, Albert Sorg, Jr., and Warren J. Sorg, of the County of Stark in the State of Ohio, hereinafter known as the Lessors, have this day leased to the Hammond Lumber Company, Inc., a corporation, the following described premises:

Known as and being part of Lot No. 14 in the City of Massillon, Stark County, Ohio, and being more fully described as follows:

Beginning at a cross cut in concrete at the Southwest corner of Lot No. 14 in said City; thence N 62° 27' E along the South line of said Lot No. 14, 197.50' to the true place of beginning of the parcel herein described; thence N 22° 08' W 9.25' to a point; thence N 59° 53' E 161.67' to an iron pin of the West line of Out Lot 383; thence S 16° 45' 40" E along the West line of Out Lot 383, 2.00' to a point at the Southeast corner of Lot No. 14; thence S 62° 27' W, 162.00' to the true place of beginning containing 0.021 acres. Subject to easements for storm and sanitary sewer to the City of Massillon.

together with all the rights and privileges to the same for the term of ten (10) years from the date of March 10, 1962. And the said Hammond Lumber Company, Inc., herein known as the Lessee, agrees to pay as rent for said premises the sum of One Dollar (\$1.00) per year for a period of ten (10) years, said rent to be paid on or before the 10th day of March of each year thereafter until the 10th day of March, 1972.

The conditions of this lease are:

1. That the Lessee shall pay said rent promptly as it becomes due.
2. That the Lessee shall use said premises well and shall not use said premises for any illegal, immoral or unlawful purpose, nor shall the Lessee permit a nuisance to be committed thereon.
3. That the Lessee shall not assign this lease nor sublet said premises nor any part thereof without the written consent of the Lessors or their successors or assigns.
4. The Lessee shall pay promptly when due, all taxes and assessments levied against the aforesaid tract of land and leased herein.

It is agreed between Lessors and Lessee herein, that for a violation of any of the terms and conditions herein by Lessee, or upon Lessee's failure to perform any of the terms and conditions herein specified, then and in either of said events, and without previous notice or demand, this lease shall, at the option of the Lessors, be forfeited, and the Lessee shall, upon such failure, forfeit and lose all right, title and interest in and to said lease and said real estate and the right to use and occupy the same, and the right to exercise the option herein to purchase shall thereupon, at the election of the Lessor, be terminated and lost to Lessee, and Lessee's possession of said real estate from and after any such failure shall be unlawful and without right and such possession shall give Lessee no right whatsoever, but he may be expelled at any time after such forfeiture of this lease.

At the expiration of this lease, or on the failure to pay rent when the same is due, or on a failure to comply with any of the conditions of this lease, the same shall terminate at once, without notice, and the said Lessors may enter upon and take possession of said premises and expel the occupant thereof, without in anywise being a trespasser; and the failure to take possession at the times aforesaid shall not estop him from afterward asserting said rights. On failure to pay rent at maturity, or to give possession at the expiration of this lease, and as liquidated damages for such failure, it is agreed that the sum of Two Hundred Dollars (\$200.00) per month as rent shall be paid for the time the rent remains due and unpaid, or said tenant holds possession without right.

All payments of rent shall be made to Irene Carlin as agent of the Lessors, or such other agent, person, or corporation as the successors or assigns to the Lessors shall designate, and the Lessors, on behalf of themselves, their successors and assigns, covenant with the Lessee Corporation that the Lessee Corporation shall have free and peaceful possession of said tract of land during the term of this lease providing that all of the conditions as set forth above are promptly met by said Lessee Corporation.

IN WITNESS WHEREOF the undersigned Lessees have affixed their names and in addition thereto, Marie J. Sorg, wife of Warren J. Sorg; Elvira B. Sorg, wife of Albert Sorg, Jr., J. E. Carlin, husband of Irene Carlin; Vincent A. DiOrio, husband of Lucille E. DiOrio; and Clarence J. Raffath, husband of Florence B. Raffath, do hereby Lease their rights of inchoate dower in said tract in accordance with the above terms and provisions and have hereunto affixed their names, and Thomas G. Hammond, as President, and Laurie M. Hammond, as Secretary, for and on behalf of the Hammond Lumber Company, Inc., an Ohio Corporation, have hereunto affixed their signatures as such officers, and the corporate seal of said corporation.

<u>Martha B. Davis</u> as to 5, 6, & 9	1. <u>Marie J. Sorg</u> MARIE J. SORG
<u>Arthur P. Hammond</u> as to 1, 2, 3, 4, 5, 6, 7, 8, 9, & 10	2. <u>Warren J. Sorg</u> WARREN J. SORG
	3. <u>Elvira B. Sorg</u> ELVIRA B. SORG
	4. <u>Albert Sorg, Jr.</u> ALBERT SORG, JR.
	5. <u>J. E. Carlin</u> J. E. CARLIN
	6. <u>Irene Carlin</u> IRENE CARLIN
<u>Bernice Gith</u> as to 1, 2, 3, 4, 7, 8, & 10	7. <u>Vincent A. DiOrio</u> VINCENT A. DIORIO
	8. <u>Lucille E. DiOrio</u> LUCILLE E. DIORIO
	9. <u>Clarence J. Raffath</u> CLARENCE J. RAFFATH
	10. <u>Florence B. Raffath</u> FLORENCE B. RAFFATH

LESSORS

THE HAMMOND LUMBER COMPANY, INC.

127 584

Donald A. Hansen

BY: John J. [illegible]
PRESIDENT

Spencer North

BY: James J. Hammond
SECRETARY

STATE OF OHIO)
County of Stark) ss:

Before me, a Notary Public, in and for Stark County, Ohio, personally appeared Warren J. Sorg and Marie J. Sorg, his wife; Albert Sorg, Jr. and Elvira B. Sorg, his wife; Irene Carlin and J. E. Carlin, her husband; Lucille L. DiCrio and Vincent A. DiCrio her husband; and Florence B. Raffath and Clarence J. Raffath, her husband, the Lessors in the above lease and they did affix their signatures to the foregoing in my presence and acknowledged that their signing of the same was their free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal at Massillon, Ohio, this 23rd day of March, 1962.

Arthur J. Schuldt

ARTHUR P. CHAMBERLAIN
Notary Public, State of Ohio
My Commission Expires Aug. 30, 1964
29, 1964

STATE OF OHIO)
) SS:
County of Stark)

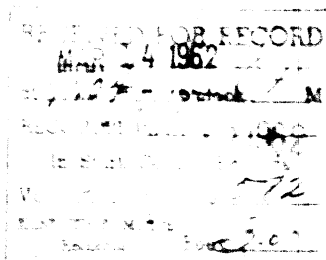
Before me, a Notary Public in and for said County and State, personally appeared Thomas G. Hammond as President of the Hammond Lumber Company, Inc., a corporation, and Laurie M. Hammond, as Secretary of the said Hammond Lumber Company, Inc., a corporation, and they did affix their signatures as such corporate officers, to the foregoing Lease, in my presence, and did acknowledge that their signing of the same for and on behalf of said Corporation was their free act and deed and the free act and deed of the Corporation.

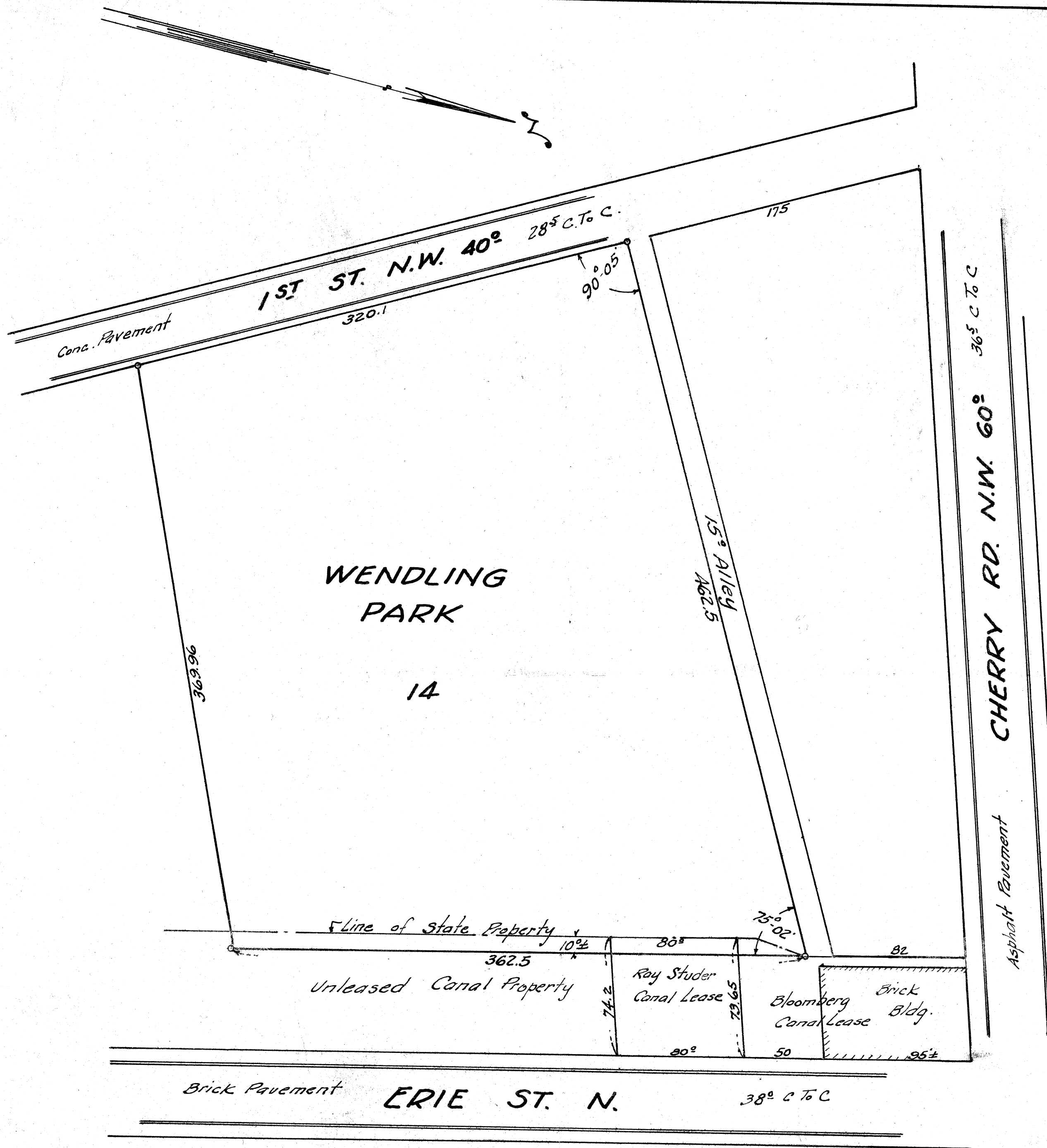
IN WITNESS WHEREOF, I have hereunto affixed my name and official seal at Massillon, Ohio, this 13th day of March, 1962.

Arthur C. Woodworth

ARTHUR P. ...
Notary Public, State of Ohio
My Commission Expires Aug. 22, 1964
29, 1964

This document prepared and drawn by
ARTHUR P. UNDERHILL, Attorney-at-Law





PLAT OF WENDLING PARK
 MASSILLON, O.
 DR. BY H. M. PIPER - CITY ENGINEER
 NOV. 27 45
 Scale: 1" = 50'