Cincinnati Ohio

Ohio River

PLAT NO. I showing location of City, with reference to the Ohio and Licking Rivers. 300 feet to inch.
PLAT No. 3 drawn from descriptions in deeds, and showing the location and sizes of church lot and adjoining property. 40 feet to inch.
ABSTRACT OF TITLE.

ABSTRACT OF TITLE of the following described real estate, situated in Covington, Kenton County Kentucky beginning at a point on the East side of Scott Street 49 feet North of the North East corner of Sixth and Scott Streets; thence running Northwardly along the East line of Scott Street 69 1/2 feet and from that front running back between parallel lines and in lines parallel with Sixth Street 110 feet, the above being parts of lots 349 & 350 of the original plan of the City of Covington.

The above property is offered as security for a proposed loan by the Scott Street Methodist Episcopal Church, South.

///

The City of Covington lies on the Ohio River and on the West bank of the Licking at its mouth. From 1795 to 1840 Covington was part of Campbell County, and the record of titles during that period are at Alexandria, 12 miles from Covington. From 1840 Covington has been part of Kenton County and the records of titles from 1840 to 1860 are located at the Town of Independence 11 miles from Covington, and the records since 1860 are located at Covington.

The act establishing the Town of Covington was passed Feb. 3, 1815.

///

DEED. James Walsh of Bullitt Co. Ky. to -·- Deed Book "C" page 109 Alexandria

Thomas Kennedy

Conveys the following described property:

I further certify that there are no matters of record.
"A certain tract or parcel of land, whereon the said Kennedy now liveth, at the mouth of the Licking and the Ohio River in Campbell County containing 200 acres, and is bounded as follows: beginning at a Beech and Honey Locust thence South down the Ohio River 84 W. 24 poles, S. 71 W. 94 poles, S. 60 W. 60 poles S. 32 W. 92 poles to a Beech and Hoop Wood on the River Bank, thence S. 5 E. 1770 poles across a small branch to a Sugar tree and Hoop Wood; thence N. 75 E. 254 poles to Licking at a Maple and Elm; thence down the same N. 29 W. 80 poles N. 17 17' E. 72 poles and N. 23 poles to the beginning." 

Consideration 150 pounds. Fee simple, general warranty deed, no wife.

Dated Dec. 9, 1801; acknowledged before two Justices of the Peace and recorded in the Office of the Court of Appeals March 29, 1802 and recorded in Campbell County May 23, 1806.

DEED. Thomas Kennedy

to :- Deed Book "DL" page 305

Richard M. Gano
Thomas D. Carmeal
John S. Gano

Conveys the following: ""All that farm or parcel of land lying and being in the County of Campbell and State of Kentucky at the junction of the Licking and Ohio Rivers on the lower side of Licking River, consisting of the land conveyed by James Welsh to the said Thomas Kennedy by deed recorded in Campbell County dated Dec. 9, 1801, excepting therefrom so much as the said Thomas Kennedy has heretofore conveyed to Joel Craig, .......... which land is estimated to contain 200 acres more or less.""
Consideration $5,000.00 paid.
Fee simple, general warranty deed, dower released.
Signed Thomas Kennedy and Dinah Kennedy.
Dated March 2, 1815, acknowledged the same day by both grantors
and recorded the same day.
No conveyance of Kennedy to Joel Craig on record.

ACT OF GENERAL ASSEMBLY OF KENTUCKY.
Chapter 259 of the Acts of the General Assembly of 1814 & 1815
approved Feb. 8, 1815 establishes the Town of Covington "sit-
uated at the mouth of Licking River on the lower side thereof.
Section 1 of said Act provides "That 150 acres of land at
the place aforesaid, is hereby vested in Uriel Schooe, Al-
fred Sandford, Joseph Kennedy, William Hibble and John C.
Buckner gentlemen trustees, for the purpose of a Town and out
lots, and be established as such by the name of "COVINGTON".
That the said trustees or a majority of them shall have full
power and authority to dispose of the lots as present laid
off by the proprietors of said lands, at public auction,
for the best price that can be gotten in ready money; or so
many of said lots and at such credits, as the said proprie-
tors shall approve; the day of sale having been previously
advertised by the said proprietors."

SEC. 2. Be it further enacted. That the said trustees shall
convey the lots so to the purchasers in fee simple, upon the
purchaser's producing the receipt or order of said propri-
tors. And they shall have power to make regulations for the
government of said Town; to settle all disputes between the
boundaries of lots, and shall be entitled to such immunities
and privileges as towns in the Commonwealth possess and enjoy

I further certify that there are no matters of record or on file in
PROVIDED, always, that nothing in this act shall be so construed as to affect the right of any person or persons, to the said one hundred and fifty east acres of land, or any part thereof; but any person or persons, establishing his or their rights to the same, shall have full power to sue for, and recover the purchase money, with interest from the said proprietors. In case of death, resignation or refusal to act, of any one or more of the said trustees, such vacancy shall be filled up by the appointment of the majority of the remaining trustees. PROVIDED, however, that said proprietors shall enter into bond, with sufficient security, in the sum of fifty thousand dollars, in the county court of Campbell county, at a court previous to the sale of said lots, conditioned to repay the price of said lots, with interest, to any person or persons who may establish a better claim to said land, or any part thereof."

NOTE. The "original" plat of the original plan, cannot be found upon record and seems never to have been recorded, and therefore a certified copy of the original plat cannot be had.

I however file a plat of the lots embracing the property under examination, which plat is taken from plates of the City of Covington published at various times, and recognised as correct by City Engineer of the City of Covington and by the City of Covington.

DEED. Trustees of Covington

to :- Deed Book F page 362
Daniel Gano
Aaron G. Gano and John A. Gano

I further certify that there are no matters of record or on file in
"This indenture made this 12 day of June 1824 between Joseph Kennedy, Alfred Sandford and John Hudson trustees of the Town of Covington on the first part and Daniel Gano, Aaron G. Gano and John A. Gano of the other part; whereas the parties of the first part in virtue of special acts of the above assembly of the State of Kentucky are vested with 150 acres of land at the junction of Licking and Ohio Rivers, whereon the Town of Covington is established and are authorized to convey lots in the Town aforesaid upon the receipt or order of the proprietors or surviving proprietors, whereas Daniel Gano, Aaron G. Gano and John A. Gano have produced to us an order from Benjamin Bakewell, Benjamin Page and Thomas Bakewell of Pittsburgh, and Mary Gano, Daniel Gano, Aaron G. Gano and John A. Gano executors of John A. Gano deceased who are the proprietors and owners of the premises aforesaid not hereafter sold or disposed of, directing title to said Daniel Gano, Aaron G. Gano and John A. Gano for the lots and premises hereinafter described." Said trustees grant bargain and sell to the above named grantees numerous lots of the original plan of Covington among them being:

Lots 350 and 351

Fee simple, general warranty deed.

Signed by Joseph Kennedy, Alfred Sandford and John Hudson June 12, 1824, acknowledged by them as trustees June 14, 1824 and recorded July 12, 1824.

I further certify that there are no matters of record or on file in
DEED

Aaron C. Gano
John A. Gano

to --: Deed Book "G" page 58

Daniel Gano

The grantors bargain, sell, release, and quit claim to grantee in fee, simple, lands held by them in equal undivided interest of 1/3 each.

NOTE. It seems that while the trustees were making deeds to purchasers the proprietors were making conveyances and transfers of their interests, and that Daniel, Aaron G., and John A. became proprietors jointly with others of the Town and that these proprietors made a partition deed among themselves in one of which, the lots conveyed in above deed were conveyed or allotted to these three Ganos, and as far as I can understand from this deed the interest of the two grantors in said lots was conveyed to Daniel Gano.

Fee simple, special warranty. Dower of the wives of both grantors released.

Signed July 4, 1825 by A. G. Gano, Frances Gano his wife
John A. Gano and Catharine M. Gano his wife
Acknowledged by all and recorded Nov. 1, 1825.

DEED

Daniel Gano of Cincinnati, O.

to --: Deed Book "L" page 560

Robert Buchanan

Conveys property situated in Covington, Ky. known and described on the plan of said City by Nos. 350 & 351, each lots being 47 1/2 feet front and 190 feet deep strict measure which lots are situated on the East side of Scott Street

I further certify that there are no matters of record or on file in
Consideration $600.00 paid.

Fee simple, general warranty deed, wife releases dower.

Signed Donald Cano and Rebecca H. Cano his wife.

Dated Dec. 14, 1835, acknowledged same day and recorded March 26, 1836.

Lot 349.

DEED. Trustees of Covington

To -:- Deed Book "B" page 426 Alexandria

Sylvanus Jennison

This deed contains the usual preamble as shown in deed N. 4

and alleges the receipts from John S. Cano surviving pro-

prietor.

Conveys in lots 343 & 349 on the plan of the said Town lying

and being in the County of Campbell and State of Kentucky,

fronting together 90 feet on Scott Street by which they are

bounded on the West, running back 190 feet to a 16 feet alley

by which they are bounded on the East; bounded on the North

by a 16 feet alley and on the South by lot 350."" First part.

Deed signed Alfred Sandfor Benj. W. Leathers John Madison

who styled themselves the majority of the

Board of Trustees.

Execution proven by the oath of two subscribing witnesses and

left for record June 22, 1831.

I further certify that there are no matters of record on or before
MORTGAGE. Sylvanus Jennison

to - Deed Book "H" page 499

President and Directors of the Bank of the Commonwealth of Kentucky.

Mortgages lots 343 & 340 of the original plan to secure a note of $110 and interest at 6% payable 130 days after date and any other notes which the party of the second part may at any time take or discount for a party of the first part "and the party of the first part doth agree that the within described premises with all the appurtenances thereunto belonging may be exposed to sale it the party of the first part shall at any time be in default in making payment of the principal and interest at any time when the same may become due and payable or when he shall or may fail to pay any note or notes that may from time be given and discounted for the renewal of the whole or any part of said debt as the same may become due, the proceeds of such sale to be applied first to the payment of the costs and expense attending the sale and then to the payment of the debt intended to be secured and the balance, if any, to be paid to the party of the first part.

Recorded June 22, 1821 and acknowledged same day.

DEED. The President and Directors
Bank of Commonwealth of Kentucky

to - Deed Book "M" page 330

James G. Arnold

Consideration $33.50

Two lots of grantor of the Town of Covington, Campbell County known and designated in the plan of said Town by the numbers 343 & 340 and described as in deed No. 3 "The same having
been purchased by said Arnold at the sale of said property
under mortgage from Sylvanmus Jennison to the Bank dated June
25, 1821.

Fee simple, special warranty deed.

Attestation clause as follows: "In testimony whereof the part
of the first part hereto set their corporate seal the
day first written; done by the undersigned president of the
Bank and corporation aforesaid at the Banking House in Frank-
fort."

Seal of Bank affixed.

Signed H. Wingate President

DEED.

James C. Arnold
Margaret Arnold his wife

to — Deed Book "L" page 559 Alexandria

Robert Buchanan

Conveys in lots 233 & 240 on Scott Street in Covington, Ky.
$800 paid. Fee simple, general warranty deed. Signed as above
by grantors.

Dated March 3, 1836 acknowledged March 24, 1836 and recorded
March 26, 1836.

NOTE. James C. Arnold lived till about 1875 being one of the
largest land owners in Covington.

The above shows the title of lots at the time the records at
relating to property in Covington were not continued in
Alexandria and begun at Independence.

I further certify that there are no matters of record or on file in
RECORDS AT INDEPENDENCE.

DEED. Robert Buchanan

To -:- Deed Book 2 page 110 Independence

John T. Lewis

Conveys lots 250, 251 and the South half of lot 249 "as they appear on the originally recorded plan of said City on Scott Street."

$1000 paid. Fee simple, general warranty.

NOTE. No reference whatever is made in the deed to any wife of grantor, and the deed, signed by R. Buchanan and acknowledged and recorded, is written in the record in blue ink. But under the signature of R. Buchanan the name "H. Buchanan is signed in black ink and over and across the record is the certificate of the Mayor of Covington that Harriet Buchanan acknowledged the execution of the deed as her act.

Deed dated May 6, 1842. Acknowledged by R. Buchanan May 6, 1842 and recorded same day.

Acknowledgment of Harriet Buchanan dated June 12, 1843. After this, there is a certificate of acknowledgment by Robert and Harriet Buchanan together June 22, 1851 and this certificate with the last previous one, recorded May 13, 1851.

NOTE. As there is no mention of the name of Harriet Buchanan in the deed, or of the interest which she intends to convey, her having signed the deed will not have the effect of releasing her dower. But under the law her right of action to recover dower, would be barred by the lapse of three years after the death of her husband.

I further certify that there are no matters of record or on file in
12. DEED. John T. Levis
OF TRUST to — Deed Book 3 page 549 Independence

Hiram Martin
Conveys lots Nos. 250, 251 and North 1/2 lot 349, the whole
fronting on Scott Street 113 1/2 feet, running back Eastward
same width 190 feet to a 16 feet alley, fronting 190 feet on
Sixth Street, which has been purchased by the Trustees of the
Methodist Episcopal Church in Covington for the purpose of
building upon a portion and selling the residue and the said
Martin is to convey the same to whom soever the said Trustees
may direct.

Conveys to said Hiram Martin for the use aforesaid forever
General warranty deed. Wife releases dower.

Signed by John T. Levis and Harriet Levis March 4, 1848,
acknowledged June 12, 1848 by John T. Levis and wife and re-
orded July 20, 1848.

NOTE. A certified copy of said deed is filed herewith.

13. DEED. Hiram Martin

TRUSTEEs Methodist Episcopal Church

This deed conveys to the Trustees of the Methodist Episcopal
Church in the City of Covington the following described pro-
erty: "Being in the City aforesaid fronting on Scott Street
69 1/2 feet, running back at right angles 110 feet being the
same ground upon which the said Church is now erecting a house
of worship with a 9 feet alley on the North and a 9 1/2 feet
alley or space on the South side of the building and being a
part of the ground conveyed to the said Hiram Martin in trust

I further certify that there are no matters of record or on file in

for use of said Church by John T. Lewis...........to be used held occupied and enjoyed as a place of worship by the members of the Methodist Episcopal Church in the United States of America etc.

NOTE. A certified copy of said deed is filed herewith. Special warranty.

Signed Hiram Martin Sept. 25, 1842.

Acknowledged same day and recorded Oct. 2, 1842.

NOTE. As the lot conveyed above by Hiram Martin to the Church is not precisely located, I will give an abstract of the conveyance, of the balance of the property by Hiram Martin, immediately after the above conveyance Hiram Martin conveys in Deed Book 3 page 23 to A. L. and Thomas Greer the following described parcel:

"Fronting on Scott Street and Sixth Street and being parts of lots 349, 350 & 351, fronting on Scott Street 49 feet and running back at right angles and parallel with Sixth Street and joining thereon 102 feet (this is a mistake on its face, by the copyist for it should be 110 feet, and this is followed by all subsequent conveyances); also fronting 30 feet on Sixth Street and running back Northwardly at right angles 113 1/2 feet binding on the East by a 16 feet alley and being the residue of the ground after deducting the Church lot which was conveyed to said Martin by John T. Lewis for the benefit of the Methodist Episcopal Church."
The Creers afterwards on Feb. 5, 1849 in Deed Book 11 page 63 sell to Stanifer the corner lot, 40 feet on Scott Street by 100 feet deep along Sixth Street. Also in Deed Book 22 page 103 they sell to Joyner a lot fronting 22 feet on Sixth Street and running back 103 feet, and lying 120 feet East of Scott and then they convey a lot 24 feet front on Sixth Street next West of the alley and running back 103 1/2 feet. The small remaining strip which will be shown on plat is held by Charles Furber by the following description: "Beginning on the North side of Sixth Street, 120 feet East of Scott Street; thence North at right angles 113 1/2 feet; thence West (with a line of the alley) 10 feet to the line of the Church lot; thence Southwardly with the line of said lot 69 1/2 feet; thence West with the line of said lot 10 feet; thence 49 feet to Sixth Street; thence with Sixth Street to the beginning." Part in brackets omitted in recent deeds. I have traced this description back through many deeds to 1852.

At one period this lot and the corner lot were owned by James Clayton and conveyed by him to Wm. D. Mooklar by the following description: "Beginning at the North East corner of Sixth and Scott Streets; thence North with Scott Street, 49 feet; thence at right angles Eastwardly 110 feet; thence North 69 1/2 feet to the South side of the alley; thence at right angles Eastwardly with said alley 10 feet; thence at right angles South 113 1/2 feet to the North side of Sixth Street; thence West with Sixth Street 120 feet to the beginning."" By reading this description and comparing them with the plat
it will be seen that the Church lot is situated as described
in caption.

The lot is the only one on the street lot of
the city that is surrounded by a building lot on
the west side, and it is located between the
buildings of the city lot.

The city lot includes an alley that is
the North boundary of the church lot. This
alley is the
ot mentioned on the west side, south by the church build-
ing, and by referring to the description of the strip back on
the street lot, we find that the North line runs along the
side of the street lot.

I further certify that there are no matters of record or

REMARKS ON TITLE.

The plat annexed hereto, showing the boundaries of the church lot and adjoining lots, was traced from the descriptions in the deed and not copied from any plat.

The plat of the Auditor of the City makes the corner lot 50 feet wide, and I am told that this is surplus because there is a surplus of one foot in the block and within the enclosure of the corner lot.

The matter that needs explanation is the mention of an alley on the North boundary of the church lot. Hiram Martin in the deed mentions an alley 9 feet wide, North of the church building, and by referring to the description of the strip back of the church lot, we find that the North line runs along the South line of a 10 feet alley. But this description is not found in the deed from Hiram Martin to Greers, which deed makes it 113 1/2 feet deep; nor is it to be found in recent deeds.

I furnish an affidavit of J. B. Jones that to the best of his recollection no alley was ever on either North or South side of the church and I can furnish abundant testimony that no alley was there within the last 30 years.

My own recollection goes back nearly 30 years and I can remember that only that the church lot was completely enclosed from the adjoining property holders on the North to the corner lot on the South.

The new church is built on the entire space between the adjoining owners.

The alley back of the three lots as shown on the plat is actually existing, but it is enclosed on the East where it I further certify that there are no matters of record or on file in...
enters the 16 feet alley.

As remarked in the abstract, the wife of R. Buchanan did not effectually pass her dower right. I have made diligent en-
quiry concerning him, but can learn nothing, except that he
left Covington many years ago. He seems not to have been
known. If his wife is still living, she could still assert
dower, provided she do-es so three years after the death of
her husband. The deed is dated 1842.

In deed No. 12, John T. Levis conveys to Hiram Martin the
North half of lot 249. This should have been the South half
as was evidently intended. Levis at no time owned the North
half.

Whatever objections may be shown by above remarks to have
*existed are, with the exception of the possible, though
highly improbably existing claim of Mrs. Buchanan for dower,
cured and removed by length of possession.

**L I E N S.**

There are no mechanics liens, or any other liens against the
property, including judgment and execution liens, other than
those in U.S. Court, as to which see separate certificate.

**T A X E S.**

Property used for religious worship has always been exempt
from taxation and there is no record of delinquent taxes
prior to the date of the deed to the church.
I file with this abstract copies of the Act of Incorporation of the church. The act of 1814 relating to church property, referred to in the Act of Incorporation.

It may be observed that the requirement of reporting to the County Clerk the election of Trustees has never been observed, and is not customary in any church to observe it. I also file a copy of the authority of the Trustees to mortgage the property for debt, taken from the "discipline" of the Methodist Episcopal Church South. Also a copy of the minutes of Quarterly Conference authorizing the mortgage in present instance.

OPINION AS TO TITLE.

Leaving to the General Counsel the question of the authority of the Church Trustees to mortgage the property in the present instance, I can report as my opinion that the title of the Scott Street Methodist Episcopal Church South of Covington, Ky. to the property as described in the caption is good and entirely unencumbered, provided the lot occupied by the church, is actually located as described in the caption.

I do not give an opinion as to the authority of the trustees to mortgage, because I feel that it would be an opinion, not for me to give, and for which I would not be responsible.

To North Western Mutual Life Ins. Co.
Milwaukee Wis.

August 27, 1896.

Attorney.
To the Northwestern Mutual Life Insurance Co.,

I have examined the annexed abstract of title of property proposed to be mortgaged by The St. John's \[\_
\] Episcopal Church South, of Corrington Ky, to the Northwestern Mutual Life Insurance Company to secure a loan to be made by said Insurance Company to said Church and have examined the accompanying certificates in relation to JUDGMENTS in the STATE and UNITED STATES COURTS, MECHANICS' LIENS AND TAXES and from such examinations am of opinion that the title to the premises described in said abstract is good of record in said \[\_
\] and that all taxes levied or assessed upon said premises and every part thereof are paid, to wit, including the taxes for the year \[\_
\] and that there are no judgments in any of said Courts against said Church or any of the parties through whom the title, that are liens upon said property, and that the title is free and clear of all incumbrances of every name and description. A further state said property has always been exempt from taxation, but that all special assessments for street or sewer improvements have been paid.

H. C. Theissen
Attorney-at-Law
STATE OF KENTUCKY, \\
COUNTY OF Kenton)

I or we, the undersigned abstracter, do hereby certify that the above and foregoing, consisting of sheets No. 1 to No. 20, inclusive, is a full, true, and complete abstract of all matters of record in the Clerk's Office of said County, or the several Courts thereof, that in any way affect the title to the property described in the caption hereof, and further certify that there are no mechanic's liens of record against said property. I further certify that there are no matters of record in said County affecting the title to said real estate contemplated under Chapter 11 of the Laws of 1896.

I or we further certify that there are no judgments in any of the Courts of Record, or executions in the hands of the Sheriff of said County against any of the parties named in the within abstract that in any way affect the title to this property.

I or we further certify that there are no uncanceled or unredeemed tax sales or tax certificates against the premises in question, and that all taxes assessed against said property are paid up to and including those assessed in the year 1895, and payable in the year 1896, and that the taxes assessed in the year 189., and payable in the year 189., are not paid, amounting as follows, $__________________________

Witness my hand this 7th day of October 1896.

To be attached to abstract of title of The Scott of No. 8. Church St. of Corydon.

Date Aug 27, 1896

NOTE—Abstracters will please fill in blanks and attach this Certificate to Abstract.
The Trustees of the Methodist Episcopal Church in the City of Covington, by President, Secretary and Trustees (seal)

The Northwestern Mutual Life Insurance Company.

Dated January 11, 1897, acknowledged January 29, 1897, filed for record February 5, 1897.

To secure to the Northwestern Mutual Life Insurance Co. the sum of $10,000.00. Conveys the following land in Covington, Ky. to wit:

that part of lots 349 & 350 of the original plan of the City of Covington, beginning on the East side of Scott Street in said City at a point 49 feet North of the North East corner of Scott Street and Sixth Street, running thence Northwardly along said East line of Scott Street 69 1/2 feet; thence Easterly on a line parallel with the North line of Sixth Street 110 feet; thence Southerly on a line parallel with the East line of Scott Street 69 1/2 feet; thence Westerly on a line parallel with the North line of Sixth Street 110 feet to the beginning.

STATE OF KENTUCKY
COUNTY OF KENTON.

I, the undersigned abstractor and attorney, do hereby certify that I have made an examination of the records of said County so far as they affect the title to the property described in the caption of this abstract at the request of the Northwestern Mutual Life Insurance Co. for the purpose of making a loan on said premises and that there are no conveyances, mortgages, liens, attachments, suits pending, taxes, mechanics liens or other encumbrances on record or on file in said County affecting the title to said property, not fully set out and shown in the abstract.

I further certify that there are no matters of record or on file in
in the office of the Clerk of the County Court of said County affecting said premises as contemplated under Chapter 11 of the laws of Kentucky for 1896.

I further certify that there are no taxes unpaid or special assessments levied on said property.

I further certify that there are no judgments or executions in the hands of the sheriff of said County against the Scott Street Methodist Episcopal Church in the City of Covington, or the Trustees of the Methodist Episcopal Church in Covington.

I further certify that the title to said premises is still good of record in the Trustees of the Methodist Episcopal Church in the City of Covington subject to a mortgage to the Northwestern Mutual Life Insurance Co. to secure the sum of $10,000.00 which is the first and only lien of record against said property.

Witness my hand this 5th day of February 1897.

To Northwestern Mutual Life Ins. Co.

[Signature]

Abstractor and Attorney.

To be attached to the Abstract of Title of the Scott Street M. E. Church South, of Covington, Ky., of date August 27, 1896

[Signature]