

**RESOLUTION APPROVING SUBORDINATION AGREEMENT UNDER THE COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP), COMMUNITY SERVICES & PLANNING DEPT.**

WHEREAS, Jake Brand, Director of Community Services & Planning, has presented the following Subordination Agreement under the Home Program for the approval of the board, to-wit:

**Name:** Dawn M Lyons  
**Address:** 6228 Austin Dr., Ashtabula, OH 44004  
**Loan Amount:** \$70,500.00 refinance the loan to obtain a lower interest rate  
**Original Loan Date:** March 13, 2018  
**Subordinated to:** MMS Mortgage Services

NOW, THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the above Subordination Agreement under the Home Program is hereby approved in accordance with a copy of said Agreement now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2021-203

May 25, 2021

**RESOLUTION APPROVING SUBORDINATION AGREEMENT UNDER THE  
COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP), COMMUNITY  
SERVICES & PLANNING DEPT.**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

**VOTE:**

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



---

Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

This document was Prepared by:  
Ashtabula County Community Services  
Please return original after filing

### SUBORDINATION AGREEMENT

In Consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the above described lien against the property of Dawn M. Lyons is hereby subordinated to the rights of **MMS Mortgage Services** in the Amount not to exceed **\$70,500.00**. This subordination is granted in order to permit **MMS Mortgage Services** to hold a first and best lien against the premises known as being situated in the Township of Ashtabula, County of Ashtabula and State of Ohio: as recorded in Volume 616, Page 1186 of Ashtabula County Plat Records.

SUBORDINATION:

**CDBG/HOME Program Mortgage recorded in Volume 655, Pages 874-876**

Provided, nevertheless, that said mortgage shall remain a lien prior to all other claims in and said real estate.

Signed this 25<sup>th</sup> Day of may, 2021.



President of the Board of  
Ashtabula County Commissioners

Kathryn Whittington

Kathryn Whittington – Print Name

STATE OF OHIO

COUNTY OF ASHTABULA

Before me, a notary public in and for said County and State, personally appeared Kathryn Whittington the individual(s) who executed the foregoing instrument and acknowledged that they did examine and read the same and 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 Jefferson, Ohio this 25<sup>th</sup> day of may, 2021.



Notary Public

Lisa Hawkins

Print name

My commission expires on: 7/14/2025

**CDBG/HOME PROGRAM MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, THAT Dawn M. Lyons, THE MORTGAGOR in consideration of Twenty Six Thousand Four Hundred Seventy Five Dollars (\$ 26,475 .00) paid to them by the Lender, Ashtabula County, Ohio (hereafter the Lender), do hereby Grant, Bargain, Sell and Convey unto the said Lender, its successors and assigns, the following premises commonly known as 6228 Austin Drive Ashtabula OH 44004, and legally described, to wit:

See legal description

TOGETHER with all and singular the buildings, structures and improvements now upon or which may hereafter be put upon the above described premises or any part thereof and all easements, rights of way, licenses and privileges and all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the said premises and property or any part thereof, and all the estate, title and interest whatsoever of the said Mortgagors of, in and to the above described premises; all such properties hereby granted, bargained, sold and conveyed being hereafter sometimes referred to as the "premises."

To HAVE AND TO HOLD the said premises unto the said Lender, its successors and assigns, forever. And the said Mortgagors for themselves, their heirs, administrators, and executors, do hereby covenant with the said Lender, its successors and assigns, that they are true and lawful owners of said premises and have full power to convey the same and that the same are free and clear of all encumbrances whatsoever except taxes and assessments not yet overdue and further that they do warrant and will defend the same against all lawful claims and demands whatsoever, except those hereinabove set forth.

And the said Mortgagors further covenant and agree with the Lender as follows:

**First:** To honor the conditions of the Five (5) Year Term Promissory Note in the amount of \$ 26,475.00, payable in accordance with the terms of said note and agreement which document contains a declining repayment schedule as follows: That Dawn M. Lyons as an Applicant for a deferred loan of \$ 26,475.00 from Ashtabula County's Community Development Block Grant / HOME Housing Program, for the purpose of purchasing with down payment assistance and/or rehabilitating the property located at 6228 Austin Drive Ashtabula OH 44004 agrees to the following: Applicant intends to continue to occupy and own the aforesated property for a period of Five (5) years from this date. Applicant further agrees to execute a Promissory Note payable to the Lender for the principle sum of the aforesated loan. A prorated amount of the principal balance of said note shall be due and payable to the Lender only if applicant sells and/or no longer resides at said property within the Five (5) year period of time, then said Promissory Note shall immediately become due and payable to the Lender as follows:

The principal amount of the loan due shall be reduced by 18% on the anniversary date of this note each after execution of this note for 5 years.

The final 10% of this note shall be due and payable to the Lender after the fifth anniversary date of this note if and when the borrower vacates the property, sells the property, transfers title of the property or when the property is sold or transferred as part of the owner's estate.

**Second:** To pay or cause to be paid all taxes, assessments and other charges which are now or may hereafter be levied, charged, or assessed upon said premises hereinabove described, when due and payable, according to law, as well as all other claims which if unpaid might by law become a lien or charge upon the premises herein described; PROVIDED, however, Mortgagors shall not be required to pay any such tax assessment, charge, levy or claim if the amount, applicability or validity thereof shall be currently contested in good faith by the appropriate proceedings and they shall have deposited with Lender funds sufficient to pay any such contested tax assessments, charge, levy, or claim if same shall finally be found to be owing by the Mortgagors.

**Third:** To keep or cause to be kept all buildings on the premises and every part and parcel thereof in good condition and repair and will cause to be made all necessary repairs, renewals and replacements so that the value and efficiency generally of the property mortgaged shall not be impaired except through depreciation in the ordinary use of the premises.

**Fourth:** To keep the buildings and improvements upon the premises hereinabove described insured against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by owners of similar property in the **County of Ashtabula, Ohio**, in reasonable amounts in companies approved by the Lender with mortgage clauses in said policies acceptable to and approved by the Mortgage and to pay the premiums therefore and deliver said policies to the Lender as so requested.

**Fifth:** To comply with all statutes, ordinance, regulations and rules which may be established by any legally constituted public authority with respect to the use, maintenance and care of the property which is subject to this mortgage.

**Sixth:** Not to change the ownership of the premises described herein without prior written consent of the Lender within the term of this instrument.

**Seventh:** That each and every covenant, agreement, and obligation hereinabove contained on Mortgagor's part to be done, kept and performed shall be binding and obligatory upon and shall be done, kept and performed by the heirs, administrators, executors and assigns of the Mortgagors.

**Eighth:** That in the event of default in the payment of any installment of principal or interest on said note when called for by said note, or in the event of default in the performance of any of the covenants contained in this mortgage to be performed by Mortgagors herein, the holder of said note may, at its option, without notice declare the principal of said note and interest accrued hereon to be immediately due and payable and may proceed to enforce the collection thereof by suit at law or in equity or by proceedings to foreclose this mortgage and in any such event, the Lender shall at once become and be entitled to the possession, use and enjoyment of the property hereinabove described, and to the rents, issues, royalties and profits thereof, and such possession and enjoyment shall at once be delivered and surrendered to the Lender on request, and upon refusal, the said delivery may be enforced by the Lender by any civil suits or proceedings and the Lender shall be entitled to a receiver of and fore said premises and the rents, issues, royalties and profits thereof as a matter of right without regard to the solvency or insolvency of the Mortgagors or the value thereof; and such receiver may be appointed by any Court of competent jurisdiction upon ex-parte application and without notice, which is hereby expressly waived, and all rents, issues, royalties, profits, income and revenue shall be applied by said receiver according to law and the orders of said Courts.

PROVIDED, NEVERTHELESS, that if Mortgagors shall fully perform all the covenants to be performed by Mortgagors herein, and shall pay or cause to be paid all sums secured in the Mortgage according to the tenor and effect thereof or according to the tenor and effect of any note given by way of renewal or extension thereof, to the order of THE COUNTY OF ASHTABULA, OHIO: then these presents to be void, otherwise to remain in full force and effect.

Where required by this context, words in singular number shall be construed as plural and works in plural as singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, this note has been duly executed by the undersigned this 7 day of March 2018.

\_\_\_\_\_  
Witness:

Dawn M. Lyons  
Mortgagor:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Mortgagor:

\_\_\_\_\_  
Witness:

STATE OF OHIO, COUNTY OF ASHTABULA,

Before me, a Notary Public for the State of Ohio, appeared the above named Dawn Lyons, who acknowledged that she signed the foregoing instrument and that the signing was a free act.

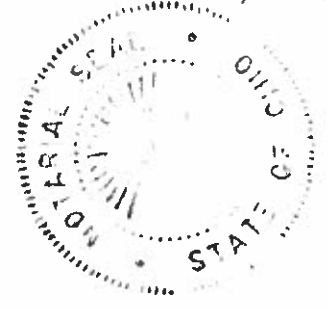
IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this 7th day of March, 2018

\_\_\_\_\_  
My Commission Expires

Janice G. Switzer  
Notary Public

Approved by: DAWN GATES  
CALL EXT 3853  
FOR PICK UP  
dm

**JANICE G. SWITZER**  
Notary Public, State of Ohio  
My Commission Expires 3/15/2020



**LEGAL DESCRIPTION  
6228 AUSTIN DRIVE, ASHTABULA, OH 44004**

**SITUATED IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA AND  
STATE OF OHIO:**

**AND KNOWN AS BEING SUBLOT 2 IN THE J.J. AUSTIN ALLOTMENT AS RECORDED  
IN VOLUME 9 OF PLATS, PAGE 72 OF ASHTABULA COUNTY RECORDS.**