



**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2021-210**

**June 01, 2021**

**RESOLUTION APPROVING RELEASE OF MORTGAGE, CDBG/HOME PROGRAM,  
COMMUNITY SERVICES & PLANNING DEPARTMENT**

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

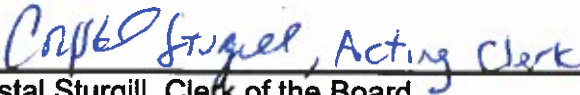
**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Aye  
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.

  
\_\_\_\_\_  
Crystal Sturgill, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

# RELEASE OF AFFIDAVIT/MORTGAGE

MORTGAGE RECORDED ON  
February 22, 2010

Releasing current mortgage to  
Ashtabula County Habitat for Humanity  
David A. Hastings & Kelly A. Hastings

## WITNESS SIGNATURES

*David A. Hastings*

IN WITNESS WHEREOF, I have hereunto set my hand  
this 1st day of June, 2021.

*Christa Stoppel*

ASHTABULA COUNTY COMMISSIONERS

*Kathryn L. Whittington*

COUNTY OF ASHTABULA )  
STATE OF OHIO ) ss.

Kathryn L. Whittington

Permanent Parcel No. 26-029-00-022-01

Property Owner: Ashtabula County Habitat for Humanity

Affidavit Volume No. 469

Property Owner: David A. Hastings & Kelly A. Hastings

Affidavit Page No. 1521

Address: 453 Mercer Ave  
Jefferson OH 44047

BEFORE ME, Notary Public in and for said County of Ashtabula and State of Ohio, personally appeared the above-named Kathryn L. Whittington, who acknowledged that she did sign the foregoing instrument of these pages and that the same is her free act and deed, to conditions of the lien imposed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Jefferson  
this 1st day of June, 2021.

This instrument was prepared by: Dawn N. Gates  
Please INTEROFFICE this to COMMUNITY SERVICES

*COMM. EXP  
7/14/2025*

*Dora Hawkins*  
notary public

Please return to  
Community Services  
after recording.

DAWN GATES  
COMMUNITY SERVICES  
CALL EXT. 3853 FOR PICK UP

MK

Prepared by  
Community  
Services

Doc ID: 002157280006 Type: G/I  
Kind: MORTGAGE  
Recorded: 02/22/2010 at 11:29:31 A  
Fee Amt: \$0.00 Page 1 of 6  
Ashtabula County, Ohio  
Judith A. Barta Recorder  
File# 2010-00001355

BK 469 PG 1521-1526

### MORTGAGE

THIS MORTGAGE ("Mortgage"), made this 25<sup>th</sup> day of August, 2008 by and between Ashtabula County Habitat for Humanity, (Mortgagor), and Ashtabula County, Ohio (Mortgagee).

#### WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the sum of Twenty Thousand Dollars (\$20,000.00) for the loan evidenced by and payable as provided in the Promissory Note which defers payment until Debtors vacate the property, sells the property, or transfers title of the property.

WHEREAS, Mortgagor intends to build a single family house on the parcel of land described in Exhibit A attached hereto and sell said house and land to David + Heery Nustings, ("Debtor"); and

WHEREAS, Mortgagee is lending money to Debtor to assist in the construction of said house pursuant to an agreement with Mortgagor dated 8/25/08.

NOW, THEREFORE, in consideration of the premises and to induce Mortgagee to lend money to Debtor, and other good and valuable consideration, receipt of which is hereby acknowledged, etc. Mortgagor grants and assigns unto Mortgagee, its successors and assigns, its fee simple interest in and to all that parcel of land, known as 453 Mercer Ave Jefferson, Ohio. Said parcel of land being more particularly described in Exhibit "A" appended hereto and incorporated herein by reference as through set forth herein verbatim, together with all right, title and interest of Mortgagor, including any after acquired title of reversion, in and to the beds of the ways, streets, avenues and alleys adjoining thereto.

Also together with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies that cover the Property (as hereafter defined), or any portion thereof.

Also together with and including the acquisition of the Property (as hereafter called the "Project) all chattels on the premises intended to be incorporated in the improvements therein, and all materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, furniture and furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Mortgagor.

Also together with all of the rents, royalties, issues, profits, revenues, deposits, income and other benefits of the property (as hereafter defined), or arising from the use of enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Mortgagor in and to, and remedies under, all leases of the property (as hereafter defined), or any part thereof, both now in existence and hereafter entered into, including, without limitation, all cash or securities deposited thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or after to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms; reserving in the Mortgagor the right to collect and receive the same until there is a default under this Mortgage.

TO HAVE AND TO HOLD all of the Mortgagor's interest in and to the said parcel of ground described in Exhibit A, improvements and other property and rights described above (hereinafter collectively called the "Property") unto Mortgagee, its successors and assigns.

PROVIDED, that if the indebtedness evidenced by the Note, and any interest thereon from the date hereof shall be paid in full and the Mortgagor, its successors and assigns, shall perform all of the covenants and agreements herein on its part contained, then this mortgage shall be void.

**THE DEBTOR HEREBY COVENANTS:**

A. To pay the mortgage debt and any interest thereon according to the terms and conditions of the Notes and any amendments, substitutions, extensions or renewals thereof, and pay, when due, without penalty, all taxes, water rents, assessments, public and other dues and charge levied or assessed or which may be levied or assessed on the property and on the mortgage debt and interest, and upon payment thereof to exhibit to Mortgagee the receipted bills therefore at the place of business of Mortgagee; and not to permit any lien or encumbrance on the property or statutory lien of any kind except (i) liens for taxes not then delinquent and (ii) liens for which a bond, in form and substance satisfactory to Mortgagee, has been issued benefitting the Mortgagee.

B. To keep the property in good order, condition and repair and to permit Mortgagee to enter upon and inspect the same; to make all proper renewals, replacements and additions of and to the property; not to permit or suffer any waste thereof; and not to tear down the improvements or permit them to be torn down, without the written consent of Mortgagee.

C. To keep the property insured against loss or damage by fire and such other hazards, casualties and contingencies as may be required from time to time by Mortgagee, such insurance to be written through an agent or broker selected by Mortgagor in such form and in such companies as may be approved by Mortgagee, in amounts necessary to prevent the application of any co-insurance provisions of the applicable policies up to the full insurable value thereof within the terms of applicable policies but in no event in an amount which is less than the aggregate principal balance of the Senior lien and the loan, if any outstanding from time to time; to cause a standard mortgagee clause satisfactory to Mortgagee to be attached to such policy or policies providing that all payments thereunder shall be made to the order of the holder of the Senior lien and the Mortgagee as their interests may appear, and, at the request of Mortgagee, to deliver copies of such policy, policies, or certificates thereof and all renewals thereof to Mortgagee at its place of business, or at such other place as it may designate in writing. Prior to the expiration date of each of said policies of insurance, Mortgagor will deliver to Mortgagee copies of renewal policy, policies, or certificates thereof marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee.

In the event any sum or sums of money are received by Mortgagee, Mortgagee shall apply such monies so received to the repair, restoration and replacement of the damaged or destroyed property. The proceeds shall be deposited in escrow with the holders of the Senior lien and the Mortgagee and disbursed pursuant to normal procedures established by the escrow holders to insure proper application thereof. During any construction, repair, restoration or replacement of improvements on the property, Mortgagor will obtain and keep in effect a standard builder's risk policy with extended coverage in the amount of One Hundred Percent (100%) of the value of the improvements, with a mortgage clause and a non-cancellation clause as aforesaid, and such insurance shall be written in such manner and by such companies as are approved by the holder of the Senior lien and the mortgagee. In the event of foreclosure of this mortgage or other transfer of title to the property in extinguishment of the loan, Mortgagee is authorized to cancel any insurance policy then in force and the unearned premium shall be applied to the payment of any sums due Mortgagee under the terms of this mortgage.

D. To comply promptly with all laws, ordinances and regulations affecting the property or its use.

**THE PARTIES HERETO FURTHER COVENANT AND AGREE:**

1. Mortgagor warrants specially the property hereby conveyed and will execute such further assurances thereof as may be requisite and that the Mortgagor further warrants that it has not otherwise previously encumbered the property other than the Senior Lien.

2. In the event of any default in the payment of extinguishment of any installment of principal and any interest when and as the same shall become due and payable, or if default be made in the performance of any covenant of this Mortgage, or in the event a receiver is appointed for the property of mortgagor, either in bankruptcy or in equity, or in the event Mortgagor executed a deed of trust of the property for the benefit of creditors, and such default of said event be not cured, or commenced to be cured and prosecuted thereafter in good faith and with due diligence, within thirty (30) days following the date of written notice of such default from the Mortgagor then, the whole mortgage indebtedness, at the option of Mortgagee, shall be and become due and payable, without further notice or demand. (2)

3. It shall be deemed a default under this mortgage if there be a default by Mortgagor under the terms and conditions of the Senior Lien or any other lien against the property permitted hereunder, unless cured within the applicable grace period.

4. In the event of any default in any of the covenants of this mortgage, Mortgagor, in accordance with Civ. R. 57 of the Ohio Rules of Procedure, or any other general or local rules, regulations, or laws of the State of Ohio relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, does hereby (a) declare its assent to the passage of a decree for the sale of the property and (b) authorize Mortgagee, its successors and assigns, or its duly appointed attorney, to sell the property and the project. Any such sale, whether under the assent to a decree or power of sale may be made by a person or persons authorized to sell the within, as an entirety or in such separate parcels and on such terms and at such places and in such manner as it, they or he may deem advisable.

5. Upon any sale of the property, or any of the property, under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows:

First, to the payment of all expenses incident to the sale, including reasonable counsel fees for conducting the proceedings if without contest, but if legal services be rendered to the trustees appointed by such decree or to Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission allowed trustees for making sales of property under decrees of the equity courts having jurisdiction; second, to the payment under decrees of the equity courts having jurisdiction; second, to the payment of all claims of mortgagees hereunder, whether they have matured or not, with interest at the rate of 10% per annum thereon until final ratification of the auditor's report; and third, the balance, if any, to Mortgagor, or to any person or persons entitled thereto, upon the surrender of the property to the purchasers, less any expense incurred in obtaining possession.

6. Immediately upon the first insertion of the advertisement of notice of sale, there shall be and become due and owing to the Mortgagor, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs and all expenses incident up to the foreclosure proceedings under the mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half the percentage allowed as commission on such sum to trustees making sale under orders or decrees of the equity courts having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expense, costs and commission.

7. Should Mortgagor fail or neglect to cause to be paid any sums due for rent, ground rent, taxes, assessments, public and other dues or charges levied or assessed or which may be levied or assessed or to keep the property in proper repair or to keep the property insured as agreed herein, or shall permit any lien or encumbrance upon the property superior to the lien of the mortgage, other than the Senior lien. Mortgagee may make such payments or repairs or insure the property against such loss in such an amount as may be necessary to secure the mortgage debt, and any sum so paid shall be added to the principal of the mortgage debt and shall bear interest at the interest rate under the note in and until such default be cured.

8. Should all or nay part of the property be condemned or taken through eminent domain proceedings, all or such part of any award of proceeds thereof as the holder of the Senior lien and the Mortgagee and applied to the payment of the mortgage debt and all such proceeds are assigned to Mortgagee.

9. Mortgagee may at any time review this mortgage, extend the time for payment of the debt or any part thereof and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of Mortgagor, or of any person having an interest in the property, take or release other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal of an interest on the mortgage debt any part of all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the property subject thereto.

10. Until uncured default, after notice is made in any covenant or condition of the mortgage, Mortgagor shall have possession of the property condition of the mortgage, Mortgagor shall have possession of the property.

11. The rights, power, privileges and discretion specifically granted to Mortgagee under this mortgage are not in limitation of but in addition to those to which Mortgagee is entitled under any general or local law relating to mortgages in the State of Ohio, now or hereafter existing.

12. The rights, powers, privileges and discretion to which Mortgagor or Mortgagee maybe entitled herein shall inure to the benefit of their respective successors and assigns.

13. If Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereof secured, or for any title examination or title insurance policy relating to the title to the premises, all such sums shall on notice and demand be paid by Mortgagor, together with the interest thereof at the rate under the note if any until such default be cured and shall be a lien on the premises subordinate to the lien of this mortgage and shall be deemed to be secured by this mortgage, and to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

14. If fulfillment of any provision hereof or any transaction related hereto or to the note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained operates or would prospectively operate to invalidate this mortgage, the remainder of this Mortgage shall remain operative and in full force and effect.

15. The Mortgagee shall have no liability or responsibility for, and makes no warranties in connection with the validity or enforce ability of any of the documents evidencing the loan or the description, value or status of title to the property. The Mortgagee shall be protected in acting upon any notice, request, consent, demand statement, note or other paper or document believed by Mortgagee to be genuine and to have been signed by the party purposing to sign the same. After uncured default, the Mortgagee shall not be liable for any error of judgement, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which the Mortgagee may do or refrain from doing in good faith, nor generally shall the Mortgagee have any accountability hereunder except for willful misconduct or gross negligence. The powers and duties of the Mortgagee hereunder may be exercised through such attorney, agents, or servants as Mortgagee may appoint, and the Mortgagee shall not have liability or responsibility for any act, failure to act, negligence or willful misconduct of such attorney, agent or servant, so long as they were selected and supervised with reasonable care. In addition, the Mortgagee shall have no liability or responsibility by reason of any act or failure to act in accordance with the opinions of such counsel.

16. This mortgage may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

17. This mortgage shall be construed, governed and enforced in accordance with the laws in effect in the State of Ohio.

18. All notices, demands, requests, consents, or approvals required under this mortgage to be in writing shall be deemed to have been properly given if and when mailed by first class certified mail, return receipt requested, postage prepared, if to the Mortgagee at 25 West Jefferson Street, Courthouse Building D - First Floor, Jefferson, Ohio 44047 and if the Mortgagor at \_\_\_\_\_ or at such other address(s) as either party shall have furnished to the other in writing, mailed as aforesaid.

19. Upon transfer of title of the property to Debtor (or another third party agreed to by the parties hereto), Mortgagee agrees to subordinate this Mortgage to Mortgagor's First Mortgage (the "Senior Lien"). This Mortgage will be subject and subordinate to the Senior Lien. Any default under the Senior Lien shall be deemed as a default hereunder.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed, sealed and delivered by its duly authorized officers as of the day and year first written above.

WITNESS:

ASHTABULA COUNTY  
HABITAT FOR HUMANITY

BY: Patricia A. Cramer

Executive Director

X Diana A. Hastings  
owner

4 X Kelly A. Hastings  
owner

STATE OF OHIO :  
SS

ASHTABULA COUNTY :

I hereby certify that on this 25<sup>th</sup> day of August, 2008, before me, the undersigned

Notary Public of the state as aforesaid, personally appeared Patricia A. Crane, David Hastings who  
acknowledged that he/she/they Keely Hastings

is the same person whose name is subscribed to the within instrument, and acknowledged that she executed  
the same for the purposes therein contained.

Rina Mawkur  
Notary Public

6/1/2010

Prepared by: Beckman & Associates, Inc. - 1715 Summerchase Road, NE, North Canton, Ohio 44721

*Eric B. Westfall*  
*Professional Land Surveyor*  
*Jefferson, Ohio*

**DESCRIPTION OF 0.525 ACRE PARCEL  
(NORTH LOT)**

SITUATED IN THE VILLAGE OF JEFFERSON, COUNTY OF ASHTABULA, STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL JEFFERSON TOWNSHIP 8 ACRE FARM LOT 29 AND BEING PART OF BLOCK B OF THE JEFFERSONIAN ESTATES AS RECORDED IN VOLUME 12, PAGE 79 ASHTABULA COUNTY RECORDED PLATS AND BEING IN TOWNSHIP 11-N., RANGE 3-W. OF THE CONNECTICUT WESTERN RESERVE AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE CENTERLINES OF MERCER AVE. (50 FEET WIDE) AND LINDEN STREET (60 FEET WIDE), THENCE NORTH 01 DEGREES, 23 MINUTES, 00 SECONDS WEST, ALONG THE CENTERLINE OF MERCER AVE. 484.57 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS DEEDED TO G. AND E. LAKE IN VOLUME 666, PAGE 142 ASHTABULA COUNTY DEEDS. THENCE SOUTH 88 DEGREES, 37 MINUTES, 00 SECONDS WEST, ALONG LAKE'S SOUTHERLY LINE, 25.00 FEET TO AN IDENTIFIED (WESTFALL) IRON PIN (FOUND) ON THE WESTERLY LINE OF MERCER AVE. (50 FEET WIDE) AND THE PRINCIPAL PLACE OF BEGINNING.

THENCE SOUTH 01 DEGREES, 23 MINUTES, 00 SECONDS EAST, ALONG THE WESTERLY LINE OF MERCER AVE., BEING THE WESTERLY LINE OF THE TOWNSHIP OF JEFFERSON, 228.79 FEET TO AN IRON PIN (SET).

THENCE SOUTH 88 DEGREES, 37 MINUTES, 00 SECONDS WEST, 100.00 FEET TO AN IRON PIN (SET) ON THE EASTERLY LINE OF S/L 37 OF SAID JEFFERSONIAN ESTATE.

THENCE NORTH 01 DEGREES, 23 MINUTES, 00 SECONDS WEST, PARALLEL WITH THE WESTERLY LINE OF MERCER AVE., ALONG THE EASTERLY LINE OF SAID S/L 37 AND THE EASTERLY LINE OF S/L 38 AND S/L 39 OF SAID JEFFERSONIAN ESTATE, A TOTAL DISTANCE OF 228.79 FEET TO AN IDENTIFIED (A TERRA) IRON PIN (FOUND) ON THE SOUTHERLY LINE OF SAID LAKE'S LANDS AT THE NORTHEASTERLY CORNER OF SAID S/L 39.

THENCE NORTH 88 DEGREES, 37 MINUTES, 00 SECONDS EAST, ALONG LAKE'S SOUTHERLY LINE, 100.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.525 ACRES OF LAND, BE THE SAME MORE OR LESS.

TOGETHER WITH A 15 FOOT WIDE UTILITY BASEMENT MORE FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF THE ABOVE DESCRIBED LOT, THENCE SOUTH, ON A SOUTHERLY PROJECTION OF THE WESTERLY LINE AND 15 FEET EASTERLY THEREFROM, ABOUT 228.80 FEET TO THE NORTHERLY LINE OF LINDEN STREET.

BEING THE NORTHERLY HALF OF BLOCK "B" AS DEEDED TO THE VILLAGE OF JEFFERSON, OHIO IN VOLUME 16, PAGE 2306 ASHTABULA COUNTY OFFICIAL RECORDS. AS PER A SURVEY COMPLETED IN JULY, 2006 BY ERIC B. WESTFALL, P.S. OHIO #7677, JEFFERSON, OHIO. ALL IRON PINS SET ARE #5, 30" LONG REBAR, MARKED WITH A PLASTIC CAP "WESTFALL, 7677". BASIS FOR BEARINGS HEREIN: CENTERLINE OF MERCER AVE.-NORTH 01 DEGREES, 23 MINUTES, 00 SECONDS WEST-JEFFERSONIAN ESTATES PLAT AND USED.

DESCRIPTION ACCEPTABLE  
ASHTABULA COUNTY ENGINEER  
By EBW Date 9-9-2006

**APPROVED**  
(7-14-06 Mj)

