

RESOLUTION APPROVING RELEASE OF CDBG/HOME PROGRAM MORTGAGE, DEPARTMENT OF PLANNING AND DEVELOPMENT

WHEREAS, Jake Brand, Director of the Ashtabula County Department of Planning and Development, has presented the following Release of Mortgage for the approval of the board, to-wit:

RELEASE OF AFFIDAVIT/MORTGAGE/LIEN

ACKNOWLEDGMENT OF RELEASE The mortgage recorded on April 27, 2018

COUNTY OF ASHTABULA)
STATE OF OHIO) ss.
)

Permanent Parcel Nos. 02-013-40-077-00 Property Owner: Melissa Harvey

Affidavit Volume No. 658 Address: 135 Stillman St
Affidavit Page. No. 754 Address: Andover OH 44003

WHEREAS, Melissa Harvey participated in the PY 17 Community Housing Impact and Preservation Program to obtain funding to rehabilitate a home located at 135 Stillman St., Andover, OH 44003; and

WHEREAS, Melissa Harvey has met the 5-year affordability period and would like to pay off the 10% requirement; and

WHEREAS, this Board would agree to release the mortgage; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the above Release of Mortgage is approved in accordance with a copy of said Release 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. 2024-507

November 05, 2024

**RESOLUTION APPROVING RELEASE OF CDBG/HOME PROGRAM MORTGAGE,
DEPARTMENT OF PLANNING AND DEVELOPMENT**

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


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, *Acting*
Board of County Commissioners
Ashtabula County, Ohio

Doc ID: 006239470003 Type: G/I
Kind: MORTGAGE
Recorded: 04/27/2018 at 08:52:38 AM
Receipt#: 2018-00003151
Fee Amt: \$0.00 Page 1 of 3
Ashtabula County, Ohio
Barbara Schaab Recorder
File# 2018-00004008
BK 658 PG 754-756

CDBG/HOME PROGRAM MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT Melissa Harvey, THE MORTGAGOR in consideration of Thirty Six Thousand Two Hundred Forty Nine Dollars (\$ 36,249 .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 135 Stillman Street Andover OH 44003, 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 \$ 36,249.00, payable in accordance with the terms of said note and agreement which document contains a declining repayment schedule as follows: That Melissa Harvey as an Applicant for a deferred loan of \$ 36,249.00 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 135 Stillman Street Andover OH 44003 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.

DAWN GATES
COMMUNITY SERVICES
CALL EXT. 3853

DM

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 23rd day of April 2018.

Witness:

Melissa Harvey
Mortgagor:

Witness:

Witness:

Mortgagor:

Witness:

STATE OF OHIO, COUNTY OF ASHTABULA,

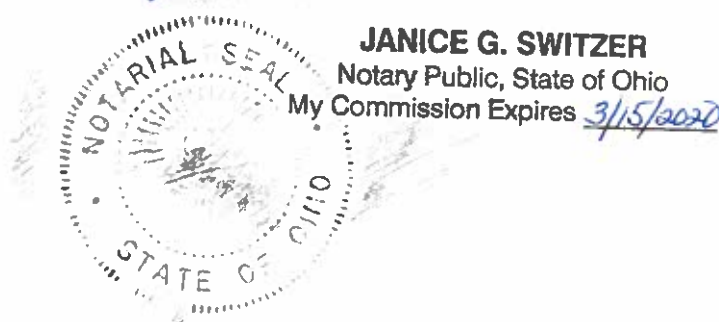
Before me, a Notary Public for the State of Ohio, appeared the above named Melissa Harvey, who acknowledged that she signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this 23rd day of April, 2018

My Commission Expires

Janice G. Switzer
Notary Public

Approved by:



Legal Description

Sharp's Land Surveying
4141 State Road South, Ashtabula, OH 44004 (440) 992-5878

Description of a 0.798 acre parcel of land

Situated in the Village of Andover, County of Ashtabula, State of Ohio and known as being part of Lot 26 in Township 9 North, Range 1 West in the Connecticut Western Reserve, and being further bounded and described as follows:

Commencing at a 1" iron pin in a box found in the centerline of South Main Street (SR 7 60') where the same is intersected by the centerline of Stillman Avenue (50'); thence N-90°00'00"E, along the centerline of Stillman Avenue, a distance of 231.00' to the southeast corner of lands conveyed to Ryan S. and Erin L. Buie by deed recorded in Volume 457, Page 1945 of the Ashtabula County Recorder's Official Records (hereinafter "OR"), and the **Principal Place of Beginning** of the parcel herein described.

THENCE N-00°07'45"E, along Buie's east line, the east line of lands conveyed to George E. and Margaret K. Harvey by deed recorded in Volume 8, Page 4172 OR, and the east line of lands conveyed to Medena R. Hollis by deed recorded in Volume 473, Page 1265 OR, passing through a 5/8" iron pin (capped "SLAY 5298") found at 30.00', a total distance of 241.83' to the southwest corner of lands conveyed to Richard D. Baumgardner, Inc., as Parcel No.2, by deed recorded in Volume 282, Page 578 OR; said corner being referenced by a 2" iron pipe found N-89°56'17"E a distance of 0.24'.

THENCE N-89°56'17"E, along the south line of Baumgardner's Parcel No.2, and along the south line of lands conveyed to the said Richard D. Baumgardner, as Parcel No.3, by deed recorded in Volume 282, Page 578 OR, a total distance of 143.45' to an iron pin set in the northwest corner of lands conveyed to William J. and Laurie A. Warren by deed recorded in Volume 612, Page 2405 OR.

THENCE S-00°00'00"W, along Warren's west line, passing through an iron pin set in the north line of Stillman Avenue, a distance of 241.98' to a point in the centerline thereof.

THENCE S-90°00'00"W, along the centerline of Stillman Avenue, a distance of 144.00' to the **Principal Place of Beginning**. Containing 0.798 acres of land more or less, but subject to all legal highways.

It is intended herein to describe that parcel of land conveyed to Judith M. Landau by deed recorded in Volume 98, Page 4800 OR, pursuant to a survey of same in June 2016, by Charles E. Sharp, Ohio Professional Surveyor #7510, Ashtabula, Ohio. All iron pins set (5/8" rebar, 30" in length) are identified by a plastic cap bearing the imprint "SHARP 7510".

S-90°00'00"W was assumed on the centerline of Stillman Avenue, and is the basis for the bearings described herein.

Permanent Parcel Number: 02-013-40-077-00

Property Address: 135 Stillman Avenue, Andover, OH 44003