



**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2026-190

April 14, 2026

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

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

**VOTE:**

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

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.

*Lisa Hawkins*

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

**CDBG/HOME OPEN ENDED PROGRAM MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, THAT Michael A. and Charlotte J. Fober (married couple), THE MORTGAGOR in consideration of Thirty Two Thousand Dollars (\$ 32,000.00) 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 145 Walnut Street Geneva OH 44041, 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 Promissory Note in the amount of \$ 32,000.00, payable in accordance with the terms of said note and agreement which document contains a declining repayment schedule as follows: That Michael A. and Charlotte J. Fober as an Applicant for a deferred loan of \$ 32,000.00 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 145 Walnut Street Geneva OH 44041 agrees to the following: Applicant intends to continue to occupy and own the aforesated property for a period of times 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 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.

RW

EXHIBIT A

PERMANENT PARCEL NUMBER: 200140004900

Situated in the City of Geneva, County of Ashtabula, State of Ohio: And known as being part of Lot 16, Section 2 of said City, being in township 12 North, Range 5-West of the Connecticut Western Reserve and further described as follows: Beginning at 3/4 inch diameter iron pipe (found) on the Easterly line of Walnut Street (60 feet wide) at the Southwesterly corner of lands deeded P. R. Juist in Volume 39, Page 1359 Ashtabula County Recorders general index, said pipe beginning North 45° 58' 00" West, along the Easterly line of Walnut Street, 214.39 feet from the intersection of the easterly line of Walnut Street and the Westerly line of Grant Street (50 feet wide); Thence North 44° 34' 08" East, along Juist's Southerly line, 83.09 feet to a 3/4 inch diameter iron pipe (found) on the Westerly line of lands deeded to E.M. Adams in Volume 114, Page 2168 Ashtabula county recorder's general index at Juist's Southeasterly corner; Thence South 12° 19' 33" East, along Adam's Westerly line, 35.24 feet to a point at the Southwesterly corner of said Adam's lands, said point being North 52° 09' 17" East, 0.80 feet from an identified (Ferguson) iron pin (found); Thence North 89° 32' 52" East, along Adam's southerly line, 19.50 feet to a 3/4 inch diameter iron pipe (found) at the Northwesterly corner of lands deeded to M.S. Peterson in Volume 75, Page 7430 Ashtabula county recorder's general index; Thence South 07° 53' 02" West, along Peterson's Westerly line, 37.37 feet to 3/4 inch diameter (found) at a corner of said Peterson's lands. Thence South 44° 15' 32" West, along Peterson Westerly line, 47.06 feet to an identified (Westfall) iron pin (found) on the Easterly line of Grant Street at a corner of said Peterson's lands. Thence North 45° 58' 00" West, along the Easterly line of Grant Street, 65.88 feet to the place of beginning and containing 0.1040 acre of land, be the same more or less. Being all of the lands deeded to Victor Zolotarevsky, Praxine Gravier, Trustee, known as Tract One and Tract Two in Volume 102, Page 3308 Ashtabula County Recorder's General Index as per a Survey completed January 2007 by Eric B. Westfall, P.S., Ohio 07677, Jefferson, Ohio. basis for bearings herein: centerline of Walnut Street North 45° 58' 00" West-Deed and used.

UNOFFICIAL

ASHTABULA COUNTY  
DESCRIPTION  
APPROVED FOR  
CONVEYANCE  
DATE: 6-1-17  
BY: DPH  
AUDITOR

**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 7/1-2020 day of 2020.

Dawn Gates  
Witness:

Michael R. Fober 7/1/2020  
Mortgagor:

Witness:

Dawn Gates  
Witness:

Charlotte J. Fober 7/1/2020  
Mortgagor:

Witness:

STATE OF OHIO, COUNTY OF ASHTABULA.

Before me, a Notary Public for the State of Ohio, appeared the above named Michael A Fober Charlotte J Fober, who acknowledged that They 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 1st day of July

\_\_\_\_\_, 2020

Feb 27, 2025  
My Commission Expires

Heidi Ann Barringer  
Notary Public

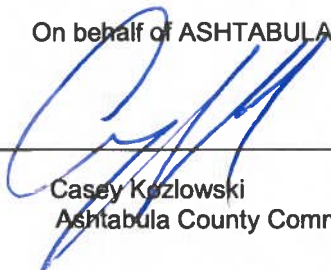
Approved by:



**RELEASE OF AFFIDAVIT / MORTGAGE**

On this date, the 14th day of April, 2026, the **COUNTY OF ASHTABULA**, holder of one (1) lien from **Michael A Fober and Charlotte J Fober**, PPN# 20-014-00-049-00, 145 Walnut St, Geneva, OH 44041, in the amount of **\$32,000.00**, recorded at **Volume 712, Page 1823** of the Ashtabula County Records, hereby acknowledges and affirms that such liens are hereby satisfied and released.

On behalf of ASHTABULA COUNTY

  
\_\_\_\_\_  
Casey Kozlowski  
Ashtabula County Commissioner

State of Ohio )

) ss.

County of Ashtabula )

Before me, a Notary Public in and for said County and State, personally appeared the above-named **Casey Kozlowski**, Ashtabula County Commissioner, who acknowledged that he signed the foregoing instrument and that it is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of April, 2026.

**Notary Public**

Risa Hawkins 4/14/2026  
Printed Name  
My Commission Expires 7/14/2030

This instrument was prepared by: Heidi Barringer  
Please INTEROFFICE this to the PLANNING & DEVELOPMENT DEPARTMENT.

