

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-384

October 05, 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.



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



Enterprise Title Agency, Inc.
 IOLTA Account
 8 North State Street 200
 Painesville, OH 44077
 (440) 942-7352

**BANKUNITED, NATIONAL
 ASSOCIATION**
 MIAMI LAKES, FL

134339

Date: 09/13/2021

Order Number: 98515

PAY Twenty One Thousand Two Hundred Three And 20/100

\$21,203.20

**TO THE
 ORDER OF**
 Ashtabula County Treasurer
 25 West Jefferson Street
 Jefferson, OH 44047

Void After 365 Days

Sara Probst
Amy Williams

⑈ 1 3 4 3 3 9 ⑈ ⑆ 2 6 7 0 9 0 5 9 4 ⑆ 9 8 5 5 0 5 8 2 3 4 ⑈

Check No. 134339
 Order No. 98515
 Amount \$21,203.20
 Payee: Ashtabula County Treasurer
 Order Number: 98515
 Borrower: James H. Walkup, III
 Seller: Terri Berrier
 Property: 445 2nd Street, Geneva, OH 44041
 Memo: First Payoff

Paid to Ashtabula County Treasurer
 Date 09/13/2021
 Amount Breakdown
 First Payoff \$21,203.20

Sara Provost

From: Dawn N. Gates <DNGates@ashtabulacounty.us>
Sent: Thursday, September 9, 2021 4:45 PM
To: Sara Provost
Subject: RE: URGENT RUSH PAYOFF PLEASE Re: 445 2nd Street, Geneva, OH 44041

Hi Sara,

Terri Berrier's pay off amount is \$21,203.20. A check can be made payable to Ashtabula County Treasurer but mailed to Community Services at the below address.

Thank you!

Dawn Gates, Grant Specialist
Ashtabula County Community Services
25 W. Jefferson Street
Jefferson OH 44047
440-576-3853

From: Sara Provost <sara@enterprisetitle.com>
Sent: Thursday, September 9, 2021 4:32 PM
To: Dawn N. Gates <DNGates@ashtabulacounty.us>
Subject: URGENT RUSH PAYOFF PLEASE Re: 445 2nd Street, Geneva, OH 44041

Hello Dawn,

I am so sorry to do this to you but we made a mistake and thought the mortgage on this property had already been paid off, we understand that is NOT the case. We are scheduled to transfer tomorrow and I am hoping you may be able to send a payoff ASAP? This is completely our mistake and I apologize for putting you in this position. If there is anything else you need, please let me know. The authorization is attached.

SSN: 301-66-8331
Property Address: 445 2nd St. Geneva OH 44041
Borrower: Terri Berrier
Mortgage was through the CHIP program.

Thank you!

Sara Provost
Escrow Assistant
Enterprise Title Agency, Inc.

8 North State Street #200
Painesville, OH 44077
Phone: (440) 942-7352
Fax: (440) 942-7357
email: sara@enterprisetitle.com

This was prepared by Community Services
Please return original after filing.



Doc ID: 006390190003 Type: G/I
Kind: MORTGAGE
Recorded: 06/21/2019 at 01:30:33 PM
Receipt#: 2019-00004605
Fee Amt: \$0.00 Page 1 of 3
Ashtabula County, Ohio
Barbara Schaab Recorder
File# 2019-00005737

BK **685** PG **980-982**

CDBG/HOME PROGRAM MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT Terri Berrier, THE MORTGAGOR in consideration of Thirty Three Thousand One Hundred and Thirty Dollars (\$ 33,130.00) 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 445 Second 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 Five (5) Year Term Promissory Note in the amount of \$ 33,130.00, payable in accordance with the terms of said note and agreement which document contains a declining repayment schedule as follows: That Terri Berrier as an Applicant for a deferred loan of \$ 33,130.00 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 445 Second Street Geneva OH 44041 agrees to the following: Applicant intends to continue to occupy and own the aforementioned 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 aforementioned 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 13th day of June 2019.


Mortgagor:

Witness: _____

Witness: _____

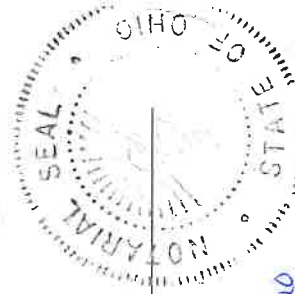
Witness: _____
Mortgagor:

Witness: _____

STATE OF OHIO, COUNTY OF ASHTABULA,

Before me, a Notary Public for the State of Ohio, appeared the above named Terrie Berrier, 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 13th day of June, 2019




Notary Public

My Commission Expires
COMMUNITY SERVICES
PICK UP
CALL EXT. 1530

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

Approved by: _____



DATE: 8-20-14
BY: TM
AUDITOR

And, Whereas, on the 29th day of August 2011 said BRENDA J. SANDERS, was duly confirmed, appointed, and qualified by said Court as the Executor of said will, and is still such Executor as will further appear by the records of said Court.

Now, Therefore, the said BRENDA J. SANDERS as Executor, as aforesaid, by virtue of the power and authority aforesaid, and in consideration of TWENTY THREE THOUSAND THREE HUNDRED FIFTY (\$23,350.00) DOLLARS, to her paid by TERRI BERRIER, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto said TERRI BERRIER, whose tax mailing address is 445 Second Street, Geneva, Ohio 44041, her heirs and assigns forever, the following described real estate:

Situated in the City of Geneva, County of Ashtabula and State of Ohio; And known as being a part of Lots Nos. 2 and 3 in the Township of Geneva, beginning at the northeast corner of land of Theodore Brown, on Second Street; thence in a northerly direction 51 ½ feet to an iron stake; thence in a westerly direction 208 feet to an iron stake on the east side of Second Street; thence in a southerly direction along the east line of Second Street 50 feet to an iron stake; thence in an easterly direction parallel with the north line 194 feet to an iron stake at the place of beginning, containing about one-third (1/3) of an acre of land.

Parcel ID: 20-021-00-007-00

Prior Deed Volume 893, Page 220

with all the privileges and appurtenances thereunto belonging; to have and to hold the same to said grantee, her heirs and assigns forever, as fully and completely as BRENDA J. SANDERS, as Executor, as aforesaid, by virtue of said will, proceedings, etc., may, can, or should convey the same.

This was prepared by Community Services
Please return original after filing.



Doc ID: 006390190003 Type: G/I
Kind: MORTGAGE
Recorded: 06/21/2019 at 01:30:33 PM
Receipt#: 2019-00004605
Fee Amt: \$0.00 Page 1 of 3
Ashtabula County, Ohio
Barbara Schaab Recorder
File# 2019-00005737

BK 685 PG 980-982

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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.

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ASHTABULA COUNTY
NEW SURVEY
REQUIRED FOR
NEXT CONVEYANCE
DATE: 8-20-14
BY: TM
4 00110 9

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