

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: Vernon and Charlene Hopkins
Address: 98 Leslie Street, Geneva OH 44041
Loan Amount: \$57,888.00 Refinance loan
Original Loan Date: **October 19, 2018**
Subordinated to: Mortgage Electronic Registration Systems, Inc. as nominee for Rocket Mortgage, LLC, 1050 Woodward Ave, Detroit, MI 48226

WHEREAS, Vernon and Charlene Hopkins participated in the PY 17 Community Housing Impact and Preservation Program to obtain funding to rehabilitate a home located at 98 Leslie Street, Geneva, OH 44041; and

WHEREAS, Vernon and Charlene Hopkins would like to refinance their current mortgage to obtain a lower interest rate which lowers their monthly mortgage payment; and

WHEREAS, The Board would agree to subordinate the CDBG/HOME Program Mortgage; 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. 2022-93

February 08, 2022

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

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

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

1050 Woodward Avenue | Detroit, MI 48226

9-810-03503-0067394-001-001-010-000-000

VERNON R HOPKINS JR
 CHARLENE A HOPKINS
 98 LESLIE ST
 GENEVA OH 44041-1901

Loan Information

Loan Number: 3350508718
Property Address: 98 LESLIE ST
 Geneva, OH 44041
Statement Date: 01/15/2022
Amount Due: \$1,425.88
Due Date: 02/01/2022

If payment is received after 11:30 p.m. ET 02/16/2022, a \$22.54 late fee will be charged.

Important Messages

Never think about your payment again. With autopay, you set it up once and forget it! Choose a day to have your payment withdrawn, and we'll do the rest. Sign in to your account at RocketMortgage.com to get started!

Contact information for insurance questions: If you have questions about your escrowed insurance policy, please call us at (855) 282-8722 or fax us at (855) 703-9194.

Loan Information (12/17/2021 - 01/15/2022)

Original Loan Amount:	\$80,883.00
Interest Rate:	3.125%
Principal Balance:*	\$53,777.67
Escrow Balance:**	-\$85.78

Payment History (12/17/2021 - 01/15/2022)

Last Paid

Principal:	\$0.00
Interest:	\$0.00
Escrow (Tax & Insurance):	\$0.00
Advances On Your Behalf:	\$0.00
Fees:	\$0.00
Partial Payment (Unapplied):	\$0.00

Total Paid: \$0.00

Paid Year To Date

Principal:	\$0.00
Interest:	\$0.00
Escrow:	\$0.00
Advances On Your Behalf:	\$0.00
Fees:	\$0.00
Partial Payment (Unapplied):	\$0.00

Total Paid Year To Date: \$0.00

Escrow Disbursements On Your Behalf:

Taxes Paid:	\$491.90
Insurance Paid:	\$0.00
Mortgage Insurance (PMI/MIP) Paid:	\$0.00

Total Escrow Disbursements: \$491.90

Next Payment Breakdown

Principal:	\$424.50
Interest:	\$138.94
Escrow	
Taxes:	\$82.00
Insurance:	\$29.83
Mortgage Insurance (PMI/MIP):	\$0.00
Shortage:	\$37.67





Monthly Payment: \$712.94

Advances On Your Behalf:	\$0.00
Fees	
Late Fees:	\$0.00
Other Fees:	\$0.00
Partial Payment (Unapplied):‡	\$0.00
Past Due Amount:	\$712.94

Subtotal \$712.94

Amount Due: \$1,425.88

Quick And Easy Payment Options

-  Online at RocketMortgage.com
-  On the go with Rocket Mortgage® mobile app
-  Pay by phone system with 24/7 access by calling (800) 646-2133
-  Send check payable to Rocket Mortgage, LLC, P.O. Box 6577, Carol Stream, IL 60197-6577

Phone: (800) 508-0944

Email: ServicingHelp@RocketMortgage.com

Secure Fax: (877) 380-5084

Hours: Monday - Friday: 8:30 a.m. - 9:00 p.m. ET

Saturday: 9:00 a.m. - 4:00 p.m. ET

Page 1
CP045

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	01/27/2022	Borrower	Vernon R. Hopkins and Charlene A. Hopkins 98 Leslie St Geneva, OH 44041	Loan Term	15 years
Closing Date	02/20/2022	Lender	Rocket Mortgage, LLC	Purpose	Refinance
Disbursement Date	02/25/2022			Product	Fixed Rate
Settlement Agent	Amrock, LLC			Loan Type	<input type="checkbox"/> Conventional <input type="checkbox"/> FHA <input checked="" type="checkbox"/> VA <input type="checkbox"/>
File #	72032161			Loan ID #	3497801010
Property	98 Leslie St Geneva, OH 44041-1901			MIC #	25-25-6-1243529
Est. Prop. Value	\$ 125,000				

Loan Terms		Can this amount increase after closing?	
Loan Amount	\$57,888	NO	
Interest Rate	2.625%	NO	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$389.41	NO	
Prepayment Penalty		NO	Does the loan have these features?
Balloon Payment		NO	

Projected Payments		Years 1-15	
Payment Calculation			
Principal & Interest		\$389.41	
Mortgage Insurance		+ 0	
Estimated Escrow <i>Amount can increase over time</i>		+ \$111.81	
Estimated Total Monthly Payment		\$501.22	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$111.81 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	In escrow? Yes Yes

Costs at Closing			
Closing Costs	\$4,621.59	Includes \$ 3,242.64 in Loan Costs + \$ 1,378.95 in Other Costs - \$ 0.00 in Lender Credits. See page 2 for details.	
Cash to Close	\$382.90	Includes Closing Costs. See Calculating Cash to Close on page 3 for details. <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	



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



Doc ID: 006308940003 Type: G/I
Kind: MORTGAGE
Recorded: 10/25/2018 at 09:02:48 AM
Receipt#: 2018-0008391
Fee Amt: \$0.00 Page 1 of 3
Ashtabula County, Ohio
Barbara Schaab Recorder
File# 2018-00010923

BK 670 PG 1786-1788

CDBG/HOME PROGRAM MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT Vernon and Charlene Hopkins, THE MORTGAGOR in consideration of Seventeen Thousand Fifteen Dollars (\$ 17,015 .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 98 Leslie 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 \$ 17,015.00, payable in accordance with the terms of said note and agreement which document contains a declining repayment schedule as follows: That Vernon and Charlene Hopkins as an Applicant for a deferred loan of \$ 17,015.00 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 98 Leslie Street Geneva OH 44041, 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 statues, 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, excutors 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 deserved, 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 19th day of October 2018.

Heidi Barringer
Witness: Heidi Barringer

Vernon R. Hopkins Jr.
Mortgagor:

Jake Brand
Witness: Jake Brand

Charlene Hopkins
Mortgagor:

Witness:

Witness:

STATE OF OHIO, COUNTY OF ASHTABULA,

Before me, a Notary Public for the State of Ohio, appeared the above named Vernon Hopkins Charlene Hopkins, 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 19th day of October, 2018



Lisa Hawkins
Notary Public

LEGAL DESCRIPTION

Situated in the City of Geneva, County of Ashtabula and State of Ohio:

And known as being part of Sublots Nos. 7 and 8, Block No. 1 in the J.E. Goodrich Plat of part of Original Geneva Township Lot No. 16, Section No. 2 as shown by the recorded plat in Volume 2 of Maps, Page 35 of Ashtabula County Records and bounded and described as follows:

Beginning at a point in the southerly line of Leslie Street so-called said point being North 85 degrees 47' east a distance of 456.21 feet from a point where the southerly line of Leslie Street is intersected by the easterly line of South Broadway so-called; thence south 0 degrees 55' west a distance of 174.18 feet to a point; thence south 88 degrees 53' east along the southerly line of Sublots 7 and 8 a distance of 55.50 feet to an iron pin; thence north 0 degrees 55' east a distance of 179.42 feet to an iron pin on the southerly line of Leslie Street; thence south 85 degrees 47' west along the southerly line of the aforesaid Leslie Street a distance of 55.71 feet to the place of beginning and containing 0.222 acre of land as per survey by Robert L. Kreig, Registered Surveyor #5138, be the same more or less but subject to all legal highways.

Permanent Parcel Number: 20-015-00-035-00

Parcel Address:

98 Leslie Street
Geneva, OH 44041

COMMUNITY SERVICES
PICKUP
CALL EXT 1530

1

wjm

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 Vernon Hopkins and Charlene Hopkins is hereby subordinated to the rights of **Mortgage Electronic Registration Systems, Inc. as nominee for Rocket Mortgage, LLC** in the Amount not to exceed **\$57,888.00**. This subordination is granted in order to permit **Mortgage Electronic Registration Systems, Inc. as nominee for Rocket Mortgage, LLC** to hold a first and best lien against the premises known as being situated in the City of Geneva, County of Ashtabula and State of Ohio: as recorded in Volume 343, Page 2347 of Ashtabula County Plat Records.

SUBORDINATION:

CDBG/HOME Program Mortgage recorded in Volume 670, Pages 1786-1788

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

Signed this 8th Day of February, 2022.

J.P. Ducro
President of the Board of
Ashtabula County Commissioners

J.P. Ducro
J.P. Ducro – Print Name

STATE OF OHIO

COUNTY OF ASHTABULA

Before me, a notary public in and for said County and State, personally appeared

J.P. Ducro

the individual(s) who executed the foregoing instrument and acknowledged that he 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 9th day of February, 2022.

Lisa Hawkins
Notary Public

Lisa Hawkins
Print name

My commission expires on: 7/14/2025