

**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:** Erica McGaha  
**Address:** 2210 East 39<sup>th</sup> Street Ashtabula OH 44004  
**Loan Amount:** \$109,600.00 Refinance loan  
**Original Loan Date:** October 28, 2004  
**Subordinated to:** Lakeview Federal Credit Union, 2909 State Rd Ashtabula OH 44004

WHEREAS, Erica McGaha participated in the PY 03 Community Housing Impact and Preservation Program to obtain funding to rehabilitate a home located at 2210 East 39<sup>th</sup> Street, Ashtabula OH 44004; and

WHEREAS, Erica McGaha would like to refinance their current mortgage to obtain a lower interest rate and do home improvements; 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. 2022-207

April 12, 2022

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

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

**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.



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

CDBG/HOME PROGRAM MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT Erica Mc Gaha, THE MORTGAGOR in consideration of Thirteen Thousand Nine Hundred and Five Dollars (\$ 13,905.00 ) 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 2210 East 39<sup>th</sup> Street Ashtabula OH 44004, and legally described, to wit:

**See attached 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 Deferred Term Promissory Note in the amount of \$ 13,905.00, payable in accordance with the terms of said note and agreement which document contains a declining repayment schedule as follows: That Erica Mc Gaha, as an Applicant for a deferred loan of \$13,905.00 from Ashtabula County's Community Development Block Grant / Home Housing Program, for the purpose of purchasing with downpayment assistance and/or rehabilitating the property located at 2210 East 39<sup>th</sup> Street Ashtabula OH 44004 agrees to the following: Applicant intends to continue to occupy and own the aforestated property for a period of ten (10) years from this date. Applicant further agrees to execute a Promissory Note payable to the lender for the principle sum of the aforestated 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 ten (10) year period, then said Promissory Note shall immediately become due and payable to the Lender as follows:

The principal amount of the loan due shall reduce 10% on the anniversary date of this note for each of the first eight (8) years after execution of this note. The principal amount of the loan due shall reduce 5% on the ninth anniversary date of the note.

The final 15% of this note shall be due and payable to the Lender after the eight 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.

Situated in the Township of Ashtabula, County of Ashtabula and State of Ohio, and known as being part of Original Ashtabula Holmes Tract and bounded and described as follows: Commencing in the Southerly line of East 39th Street at the Northeast corner of lands conveyed to Laura V. Reed and Mabel E. Reed by deed dated November 17, 1950, and recorded in Volume 452, Page 431 of Ashtabula County Deed Records;

Thence Southerly along the Easterly line of said Reed land, a distance of One Hundred Ten (110) feet to the North line of land conveyed to Charles K. Ogle and Margene M. Ogle by deed dated June 24, 1964 and recorded in Volume 640, Page 209 of Ashtabula County Deed Records;

Thence Easterly along the Northerly line of said Ogle land and the Northerly line of land conveyed to James DiSalvatore and Marie DiSalvatore by deed dated August 4, 1951 and recorded in Volume 483, Page 197 of Ashtabula County Deed Records, a distance of about One Hundred (100) feet to the Westerly line of Fargo City Allotment No. 6;

Thence Northerly along the Westerly line of Fargo City Allotment, a distance of about One Hundred Ten (110) feet to the Southerly line of said East 39th Street;

Thence Westerly along the Southerly line of said East 39th Street, a distance of about One Hundred (100) feet to the place of beginning, and containing twenty four hundredth (.24) of an acre of land, be the same more or less, but subject to all legal highways.

200400019006  
Filed for Record in  
ASHTABULA COUNTY, OHIO  
JUDITH A. BARTA  
10-28-2004 At 02:44 p.m.  
MTG .00  
OR Book 316 Page 446 - 448

kt  
200400019006  
COMMUNITY SERVICES  
CALL DAWN #3853

**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 ASHTABULA COUNTY, 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 30<sup>th</sup> day of August, 2002.

Witness:

Erica B McEaha  
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 Erica B. McEaha 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 30<sup>th</sup> day of August, 2002.

3-3-03  
My Commission Expires

Dawn D. Kudler  
Notary Public

STATE OF OHIO, COUNTY OF ASHTABULA.

Before me, a Notary Public for the State of Ohio, appeared the above named \_\_\_\_\_ who acknowledged that \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Approved by:

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 **Lakeview Federal Credit Union** in the Amount not to exceed **\$109,600.00**. This subordination is granted in order to permit **Lakeview Federal Credit Union** to hold a first and best lien against the premises known as being situated in the Township of Ashtabula, County of Ashtabula and State of Ohio: as recorded in Volume 193, Page 1548 of Ashtabula County Plat Records.

### SUBORDINATION:

**CDBG/HOME Program Mortgage recorded in Volume 316, Pages 0446-0448**

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

Signed this 12<sup>th</sup> Day of April, 2022.


  
\_\_\_\_\_  
President of the Board of  
Ashtabula County Commissioners  
J.P. Ducro IV  
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 IV  
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 12<sup>th</sup> day of April, 2022.

  
\_\_\_\_\_  
Notary Public  
Lisa Hawkins  
Print name

My commission expires on: 7/14/2025

CDBG/HOME PROGRAM MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT Erica Mc Gaha, THE MORTGAGOR in consideration of Thirteen Thousand Nine Hundred and Five Dollars (\$ 13,905.00 ) 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 2210 East 39<sup>th</sup> Street Ashtabula OH 44004, and legally described, to wit:

**See attached 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.

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**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, executors and assigns of the Mortgagors.

VOL 193 PG 1552

VOL 316 PG 447

Situated in the Township of Ashtabula, County of Ashtabula and State of Ohio, and known as being part of Original Ashtabula Holmes Tract and bounded and described as follows: Commencing in the Southerly line of East 39th Street at the Northeast corner of lands conveyed to Laurel V. Reed and Mabel E. Reed by deed dated November 17, 1960, and recorded in Volume 452, Page 431 of Ashtabula County Deed Records;

Thence Southerly along the Easterly line of said Reed land, a distance of One Hundred Ten (110) feet to the North line of land conveyed to Charles K. Ogle and Margene M. Ogle by deed dated June 24, 1964 and recorded in Volume 640, Page 209 of Ashtabula County Deed Records;

Thence Easterly along the Northerly line of said Ogle land and the Northerly line of land conveyed to James DiSalvatore and Marie DiSalvatore by deed dated August 4, 1951 and recorded in Volume 463, Page 197 of Ashtabula County Deed Records, a distance of about One Hundred (100) feet to the Westerly line of Fargo City Allotment No. 6.

Thence Northerly along the Westerly line of Fargo City Allotment, a distance of about One Hundred Ten (110) feet to the Southerly line of said East 39th Street;

Thence Westerly along the Southerly line of said East 39th Street, a distance of about One Hundred (100) feet to the place of beginning, and containing twenty four hundredth (.24) of an acre of land, be the same more or less, but subject to all legal highways.

200400019006  
Filed for Record in  
ASHTABULA COUNTY, OHIO  
JUDITH A. BARTA  
10-28-2004 At 02:44 pm.  
HTG .00  
DR Book 316 Page 446 - 448

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200400019006  
COMMUNITY SERVICES  
CALL DAWN 63853

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 ASHTABULA COUNTY, 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 30<sup>th</sup> day of August 2003.

Witness:

Erica B. McStala  
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 Erica B. McStala 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 30<sup>th</sup> day of August, 2003.

3-3-03  
My Commission Expires

Dawn D. Rydler  
Notary Public

STATE OF OHIO, COUNTY OF ASHTABULA.

Before me, a Notary Public for the State of Ohio, appeared the above named \_\_\_\_\_ who acknowledged that \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires

Notary Public

Approved by: