



**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2021-130**

**March 30, 2021**

**RESOLUTION APPROVING RELEASE OF AFFIDAVIT/MORTGAGE, CDBG/HOME PROGRAMS, 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.



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Crystal Sturgill, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**RELEASE OF AFFIDAVIT/MORTGAGE**

MORTGAGES RECORDED ON  
October 30, 2020

Releasing current mortgage to  
Christa M. Schor

WITNESS SIGNATURES

Risa Hawkins

IN WITNESS WHEREOF, I have hereunto set my hand  
this 30<sup>th</sup> day of March, 2021.

ASHTABULA COUNTY COMMISSIONERS

Kathryn L. Whittington

Kathryn L. Whittington

COUNTY OF ASHTABULA )  
STATE OF OHIO ) ss.  
)

Permanent Parcel No. 27-028-00-027-00

Property Owner: Christa M. Schor

Affidavit Volume No. 722

Property Owner: \_\_\_\_\_

Affidavit Page No. 2272

Address: 5703 Donna Drive  
Ashtabula OH 44004

BEFORE ME, Notary Public in and for said County of Ashtabula and State of Ohio, personally appeared the above-named Kathryn L. Whittington, who acknowledged that she did sign the foregoing instrument of these pages and that the same is her free act and deed, to conditions of the lien imposed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Jefferson, Ohio  
this 30<sup>th</sup> day of March, 2021.

This instrument was prepared by: Dawn N. Gates  
Please INTEROFFICE this to COMMUNITY SERVICES

Risa Hawkins  
Comm. exp. 7/14/2025

**CDBG/HOME OPEN ENDED PROGRAM MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, THAT Christa M. Schor, THE MORTGAGOR in consideration of Two Thousand One Hundred Dollars (\$ 2,100.00) 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 5703 Donna Drive Ashtabula OH 44004, 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 \$ 2,100.00, payable in accordance with the terms of said note and agreement which document contains a declining repayment schedule as follows: That Christa M. Schor as an Applicant for a deferred loan of \$ 2,100.00 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 5703 Donna Drive Ashtabula OH 44004 agrees to the following: Applicant intends to continue to occupy and own the aforesaid 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 aforesaid 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.

*mm*

**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 6<sup>th</sup> day of OCTOBER 2020.

Dawn Gates  
Witness: Dawn Gates

Christa M. Schor  
Mortgagor: Christa M. Schor

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Mortgagor: \_\_\_\_\_

Witness: \_\_\_\_\_

STATE OF OHIO, COUNTY OF ASHTABULA.

Before me, a Notary Public for the State of Ohio, appeared the above named Christa Schor, 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 6<sup>th</sup> day of

October, 2020

7/14/2025  
My Commission Expires

[Signature]  
Notary Public



**QUIT CLAIM DEED  
(ORC 5302.11)**

01-17-2006 At 09:35 am.  
RC 28.00  
OR Book 362 Page 874 - 8

**GARY SCHOR AKA GARY E. SCHOR, single, Grantor, of Ashtabula County, Ohio, for valuable consideration paid, grants to, CHRISTA M. SCHOR, single, Grantee, whose tax mailing address is 5703 Donna Drive, Kingsville, Ohio 44048, the following described real property:**

Situated in the Township of Kingsville, County of Ashtabula and State of Ohio:

and being Lot 10, & part lot 4; James Miller Allotment #1;

Beginning at an iron pin set where the northerly line of James Dr. is intersected by the westerly line of Donna Dr.;

thence N. 86 deg. 22' 00" W., along the northerly line of James Dr., 100.00' ft. to an iron pin found in the southeast corner of Lot 11, [Plat Vol 11, Pg. 4] James Miller Allotment #1;

thence N. 3 deg 38' 00" E. along the easterly line of Lot 11 and the easterly line of Lot 3, James Miller Allotment #1, 290.375' ft. to an iron pin set;

thence N. 76 deg. 08' 42" E., 104.85' ft. to an iron pin set in the westerly line of Donna Dr.;

thence S. 3 deg. 38' 00" W., along the westerly line of Donna Dr., 321.88' ft. to the place or beginning and containing 0.7028 acre of land according to a survey in August 1993, by Ronald M. Bienko, P.S. 4841.

Note: This deed creates a new parcel in the name of the Grantee by combining Sublot 10 of the James Miller Allotment #1, as acquired by deed recorded in Volume 35, Page 8339, and the Southerly one-half of Sublot 4 of said subdivision as acquired by deed recorded in Volume 68, Page 9259.

The surviving tax item no. shall be 27-028-00-027-00  
**PRIOR DEED REFERENCE: Vol. 069, Page 4402 of the Ashtabula County General Index Records.**

CONDITIONAL APPROVAL

GOOD P.O.B AND CLOSES  
By DAH Date 1-17-2006  
ASHTABULA COUNTY ENGINEER

Page 1 of 2

TRANSFERRED  
Auditor, Ashtabula County, Ohio

JAN 17 2006 504

*Sandra P. [Signature]*

In compliance with Sec. 319.202  
R.C. and Sec. (F) 319.54 R.C.  
effective January 1st, 1968. *NT*

## SEARCH CRITERIA Firm/Last Name SCHOR (BEGINS WITH) First Name CHRISTA (BEGINS WITH)

Name Search

Index	Date Recorded	Type	GRANTORS	GRANTEES	Description (Not Warranted)	Document Number	Vol/Page	Orig Vol/Page	Amount	Images
1 G/I	01/17/2006	QUIT CLAIM DEED	SCHOR GARY SCHOR GARY E	SCHOR CHRISTA M	KIN PTL 4 L 10 JAMES MILLER ALLOT #1	2006-00000679	362 / 874			2
2 G/I	01/04/2011	QUIT CLAIM DEED	SCHOR, CHRISTA	MAYBERRY, RICHARD D JR MAYBERRY, RICHARD D MAYBERRY, CATHIE M	PPN: 27-028-00-027-00 KINGSVILLE TWP JAMES MILLER ALLOT #1 Lot:4	2011-00000117	488 / 643		\$2,800.00	4
3 G/I	07/22/2020	MORTGAGE	SCHOR, CHRISTA M SCHOR, CHRISTA MARIE	ASHTABULA COUNTY OHIO	PPN: 27-028-00-027-00 KINGSVILLE TWP JAMES MILLER ALLOT #1 Lot:4 JAMES MILLER ALLOT #1 Lot:10	2020-00007022	713 / 2334		\$33,300.00	3
4 G/I	10/30/2020	MORTGAGE	SCHOR, CHRISTA M	ASHTABULA COUNTY OF	PPN: 27-028-00-027-00 KINGSVILLE TWP JAMES MILLER ALLOT #1 Lot:4 JAMES MILLER ALLOT #1 Lot:10	2020-00011412	722 / 2272		\$2,100.00	3
5 G/I	03/18/2021 In Progress	MORTGAGE	SCHOR, CHRISTA M	ASHTABULA COUNTY		2021-00003212	733 / 2363			3

Log in as named user