



**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2021-131**

**March 30, 2021**

**RESOLUTION APPROVING RELEASE OF AFFIDAVIT/MORTGAGE, CDBG/HOME PROGRAM, COMMUNITY SERVICES & PLANNING DEPARTMEN**

**Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.**

**VOTE:**

**Kathryn L. Whittington**

**Aye**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**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 02, 2020

Releasing current mortgage to  
Glena Foster

## WITNESS SIGNATURES

Rae 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. 20-018-00-093-00

Property Owner: Robert Foster

Affidavit Volume No. 720

Property Owner: Glena Foster

Affidavit Page No. 906

Address: 116 Cummings Ave  
Geneva OH 44041

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 Gates  
Please INTEROFFICE this to COMMUNITY SERVICES

Rae Hawkins  
Comm Exp 7/14/2025

**CDBG/HOME OPEN ENDED PROGRAM MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, THAT Glena Foster individually and as attorney-in-fact for Robert Foster through Power of Attorney filed in Volume , Page , Ashtabula County Records, THE MORTGAGOR in consideration of Twenty Five Thousand Nine Hundred Ninety Seven Dollars (\$ 25,790.00) 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 116 Cummings Ave 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 \$ 25,790.00, payable in accordance with the terms of said note and agreement which document contains a declining repayment schedule as follows: That Glena J Foster as an Applicant for a deferred loan of \$ 25,790.00 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 116 Cummings Ave 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.

COMMUNITY SERVICES  
PICK UP  
CALL EXT. 1530

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**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 17 day of September 2020.

Dawn Hadd  
Witness:

Glena Foster  
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 Glena Foster, 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 17<sup>th</sup> day of September, 2020

2-27-2025  
My Commission Expires

Heidi Ann Barringer  
Notary Public

Approved by:



And, Whereas, on the 13th day of January 2014, MARY SUSAN TROMBULAK, was duly confirmed, appointed, and qualified by said Court as Executor of said will, and is still such Executor as will further appear by the records of said Court.

Now, Therefore, the said MARY SUSAN TROMBULAK as Executor as aforesaid, by virtue of the power and authority aforesaid, and in consideration of Ninety Four Thousand Five Hundred (\$94,500.00) DOLLARS, to her paid by ROBERT FOSTER, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto said ROBERT FOSTER, whose tax mailing address is 116 Cummings, Geneva, Ohio 44041, the following described real estate:

Situated in the City of Geneva, County of Ashtabula, and State of Ohio:  
Known as and being the easterly part of Lots 28 and 29 Eastlawn Allotment, Geneva, City.

Beginning at a point where the west line of Cummings Avenue intersects the North line of Eastlawn Avenue, thence westerly along the North line of side Eastlawn Avenue a distance of 90.009 feet to an iron pipe; thence northerly with an interior angle of 89° 10' a distance of 108.13 feet to an iron pipe on the North line of Lot 28, thence easterly with an interior angle of 90° 00' a distance of 90 feet to an iron pin on the West line of Cummings Avenue, thence southerly with an interior angle of 90° 00' a distance along said westerly line of Cummings Avenue of 106.82 feet to a wood stake, the place of beginning, containing 0.222 acres more or less.

PP#: 20-018-00-093-00

*Prior Deed Volume 487- Page 1101*

With all the privileges and appurtenances thereunto belonging; to have and to hold the same to said grantees, their heirs and assigns forever, as fully and completely as MARY SUSAN TROMBULAK, Executor, as aforesaid, by virtue of said will, proceedings, etc., may, can, or should convey the same.

ASHTABULA COUNTY  
NEW SURVEY  
REQUIRED FOR  
NEXT CONFORMANCE  
DATE: 7-29-14  
BY: DAH  
AUDITOR

**SEARCH CRITERIA Firm/Last Name FOSTER (BEGINS WITH) First Name GLENA (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	08/15/2014	MORTGAGE	FOSTER, GLENA FOSTER, ROBERT	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC HOWARD HANNA MORTGAGE SERVICES,/NOMINEE HANNA HOWARD MORTGAGE SERVICES,/NOMINEE	PPN: 20-018-00-093-00 GENEVA CITY EASTLAWN ALLOT Lot:28 EASTLAWN ALLOT Lot:29	2014- 00007938	571 / 870		\$92,787.00	11
2 G/I	08/15/2014	MORTGAGE	FOSTER, GLENA FOSTER, ROBERT	OHIO HOUSING FINANCE AGENCY	PPN: 20-018-00-093-00 GENEVA CITY EASTLAWN ALLOT Lot:28 EASTLAWN ALLOT Lot:29	2014- 00007939	571 / 881		\$2,362.00	3
3 G/I	07/22/2020	POWER OF ATTORNEY	FOSTER, ROBERT W	FOSTER, GLENA J	SEE RECORD	2020- 00007035	713 / 2414			1
4 G/I	07/22/2020	MORTGAGE	FOSTER, GLENA FOSTER, GLENA -P/A FOSTER, ROBERT	ASHTABULA COUNTY OHIO	PPN: 20-018-00-093-00 GENEVA CITY EASTLAWN ALLOT Lot:28 EASTLAWN ALLOT Lot:29	2020- 00007036	713 / 2415		\$25,997.00	3
5 G/I	10/02/2020	MORTGAGE	FOSTER, GLENA	ASHTABULA COUNTY OF	PPN: 20-018-00-093-00 GENEVA CITY EASTLAWN ALLOT Lot:28 EASTLAWN ALLOT Lot:29	2020- 00010087	720 / 906		\$25,790.00	3
6 G/I	03/18/2021 In Progress	MORTGAGE	FOSTER, GLENA	ASHTABULA COUNTY		2021- 00003211	733 / 2360			3

Log in as named user