

Commissioners Journal # 90 Page 468 July 16, 2019

Subject: Bills – Approved – Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Dr. Xenikis moved to approve all purchase orders and allow payment of all then and nows and vouchers.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Appropriation – Approved – Job & Family Services

Dr. Xenikis moved to approve the appropriation per unappropriated funds for the following:

Appropriate: (7042-0000-1-1010) in the amount of \$19,047.00.

Appropriate: (7042-T890-5-0140) in the amount of \$19,047.00.



Strengthening Families Through Community Collaboration

July 10, 2019

Madison County Auditor
1 North Main St.
London, Ohio 43140

To Whom It May Concern:

I respectfully request that the following budget adjustments be made for CY 2019:

For Family Council Account 7042-0000-1-1010

- Please increase appropriations for 7042-0000-1-1010 by \$19,047.00 to reflect additional revenue for CY 2019 to be provided by MHRB to support the additional cost of Placement provided by Madison County Children's Services using local funds.
- Please increase line item 7042-T890-50140 by \$19,047.00 to allow for expenditure of funds as indicated above making reimbursement for said services to the Madison County Children's Services.

Your assistance is appreciated.

Respectfully
Sherry R. Baldwin

Sherry R. Baldwin
Fiscal Operations
Madison County Dept. of
Family and Children

Cc: Madison County Commissioners

MADISON COUNTY
COMMISSIONERS
10th JUL 10 PM 2:38

740/852-5343 Phone
740/852-6091 Fax
PO Box 624, 200 Midway St.
London, Ohio 43140

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

State of Ohio
Office of Community Development
Request for Payment

MADISON COUNTY
COMMISSIONERS
2019 JUL 11 PM 12:16

Submitted electronically to:
Development Services Agency
Office of Community Development
Madison County Commissioners
London, OH 43140

Submitted electronically on:
7/11/2019 11:57:46 AM

Name and Address of Grantee:
Madison County Commissioners
London, OH 43140

Contact Person Information:
Name: Whitaker Wright
Phone Number: (614) 446-8872
Email: whitaker.wright@ocdgsba.net

Grant Number: B-610-105-1
Draw Number: 2

Project Number	Project Name and Project Budget Total	Activity Number	Activity Name	Hearing Site Address (if applicable)	IDIS Number	Amount Requested (\$)	Activity/ Site Budget (\$)	Requester/ Site Budget (\$)	Balance/ Site Budget (\$)
1	Project - \$25,000.00	1	Demolition / Clearance		32091	1,475.00	23,000.00	20,025.00	
1	Project - \$56,700.00	4	Sidewalk Improvements		32098	3,875.00	56,700.00	48,425.00	
1	Project - \$162,800.00	3	Parks & Rec. Facilities		32086	9,275.00	152,800.00	109,025.00	

Activity/ Site Budget (\$)	Requester/ Site Budget (\$)	Balance/ Site Budget (\$)
23,000.00	23,000.00	20,025.00
56,700.00	56,700.00	48,425.00
152,800.00	152,800.00	109,025.00

Signature of Grantee: Whitaker Wright

Signature on File: Whitaker Wright

Authorized by CEO: [Signature]

Signature on File: [Signature]

Authorized by CEO: [Signature]

Certification of Formulation of Expenditures

I certify that this request for payment was drawn in accordance with the terms and conditions of the Grant Agreement(s) cited and that the amount drawn is proper for payment to the grantor's depository. I also certify that the data reported above is correct and that the amount of the request for payment is not in excess of current needs.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Government Forms and Supplies E181 (04)5EA

Subject: Statement of Cash and Expense Accounts – Approved – Madison County

Mr. Forrest moved to approve the monthly statement of cash and expense accounts for Madison County.

Statement of Cash from Revenue and Expense
For the Month Ending 7/15/2019

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Percentage
2043	CONCEAL & CARRY	\$357,159.75	\$59,128.05	\$46,826.50	\$374,759.25	\$100,724.00	\$623,628.25	
2044	INDULGENT DRIVER ALCOHOL	\$191,074.65	\$7,120.00	\$9,000	\$199,759.25	\$0.00	\$199,759.25	
2045	JUVENILE INDULGENT ALCOHOL	\$6,239.60	\$161.00	\$0.00	\$6,399.10	\$0.00	\$6,399.10	
2046	INTERLOCK AND ALCOHOL	\$132,272.62	\$9,947.66	\$1,318.51	\$143,891.60	\$0.00	\$143,891.60	
2047	MONTROSE COMPUTER EQUIPMENT	\$4,335.80	\$6,252.82	\$4,008.68	\$7,642.14	\$2,295.00	\$5,247.14	
2048	EQUIPMENT OF TITLES ADM.	\$223,089.88	\$135,806.60	\$91,052.68	\$887,500.60	\$0.00	\$887,500.60	
2049	FIELD ASSESSOR EQUIP	\$71,809.24	\$5,569.04	\$3,920.00	\$81,320.24	\$0.00	\$81,320.24	
2050	COMMISSIONER SPEECH PROJECTS	\$544,486.38	\$30,870.85	\$2,801.00	\$362,069.10	\$0.00	\$362,069.10	
2051	CHILDREN'S SERVICE FUND	\$29,059.05	\$2,299.82	\$0.00	\$29,059.05	\$0.00	\$29,059.05	
2052	CHILDREN'S SERVICE FUND	\$69,895.67	\$0.00	\$0.00	\$69,895.67	\$0.00	\$69,895.67	
2053	ORD. OF ELECTIONS/MVA	\$0,094.00	\$0.00	\$0.00	\$0,094.00	\$4,000	\$4,094.00	
2054	WATER TREATMENT PLANT & ELECTION REVENUE	\$277,653.60	(\$8,109.03)	\$0.00	\$269,544.57	\$0.00	\$269,544.57	
2055	ELECTION POLLING PLACE	\$0.00	\$0.00	\$0.00	\$200,456.00	\$0.00	\$200,456.00	
2056	ATIS GRANANT ENFORCEMENT	\$307,205.67	\$194,762.85	\$216,608.50	\$275,359.92	\$182,080.62	\$557,440.54	
2057	CHILD SUPPORT ENFORCEMENT	\$26,071.50	\$17,349.45	\$95,172.06	\$48,746.63	\$141,621.64	(\$65,775.01)	
2058	Voterline Invoicing and	\$18,759.29	\$84,000.00	\$0.00	\$102,759.29	\$1,000.00	\$103,759.29	
2059	PROFESSOR GRANT	\$49,301.21	\$27,000.95	\$38,700.00	\$37,602.16	\$0.00	\$37,602.16	
2060	DELO TIAZ COLL (OPREACTREAS)	\$48,381.71	\$29,325.16	\$22,854.37	\$51,852.50	\$0.00	\$51,852.50	
2061	DELO TIAZ COLL (OPREACTREAS)	\$248,394.71	\$89,256.18	\$22,854.37	\$1,016,244.45	\$0.00	(\$605,259.02)	
2062	PAVILLIARD PRESERVATION	\$529,165.00	\$18,000	\$0.00	\$547,165.00	\$0.00	\$547,165.00	
2063	ALCOHOL MONITORING DEVICE	\$108,499.46	\$18,747.83	\$0.00	\$127,247.29	\$0.00	\$127,247.29	
2064	ALCOHOL MONITORING DEVICE	\$110.00	\$0.00	\$0.00	\$110.00	\$0.00	\$110.00	
2065	BOARD OF ELECTIONS-RECOUNT	\$225,929.57	\$2,084.44	\$0.00	\$228,014.01	\$0.00	\$228,014.01	
2066	BOND RETIREMENT-PHYS BLDG.	\$110,619.25	\$30,753.50	\$0.00	\$141,372.75	\$0.00	\$141,372.75	
2067	BOND RETIREMENT-PHYS BLDG.	\$0.00	\$0.00	\$0.00	\$100,249.76	\$0.00	\$100,249.76	
2068	BOND RETIREMENT-GENY OFFICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2069	ROV	\$0.00	\$109,022.22	\$110,297.00	\$29,725.22	\$0.00	\$29,725.22	
2070	BIENVUELA ACQUISITION	\$72,042.36	\$0.00	\$0.00	\$72,042.36	\$0.00	\$72,042.36	
4000	CONSTITUTIONAL REVENUE	\$75,180.54	\$14,070.00	\$0.00	\$89,250.54	\$0.00	\$89,250.54	
4000	CONSTITUTIONAL REVENUE							
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4000	CONSTITUTIONAL REVENUE							

Statement of Cash from Revenue and Expense
For the Month Ending 7/15/2019

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Percentage
2000	GENERAL FUND	\$5,000,000.00	\$1,200,000.00	\$1,000,000.00	\$5,200,000.00	\$1,000,000.00	\$6,200,000.00	
2001	DEVELOPMENT FUND	\$1,000,000.00	\$50,000.00	\$30,000.00	\$1,020,000.00	\$50,000.00	\$1,070,000.00	
2002	TRUST FUND	\$500,000.00	\$20,000.00	\$10,000.00	\$510,000.00	\$20,000.00	\$530,000.00	
2003	INVESTMENT FUND	\$2,000,000.00	\$100,000.00	\$80,000.00	\$2,020,000.00	\$100,000.00	\$2,120,000.00	
2004	RESERVE FUND	\$3,000,000.00	\$150,000.00	\$120,000.00	\$3,030,000.00	\$150,000.00	\$3,180,000.00	

Forrest
Funter
Kenikis

CASUAL
VAD

Government Forms and Supplies 18100059A

7/1/2019 10:25 AM

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V.3.6

Fund	Description	Statement of Cash from Revenue and Expense									
		Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message			
7206	DOUBLE BOND PROPERTY TAX	\$20,184.64	\$27,646.04	\$345.00	\$19,839.64	\$0.00	\$19,839.64				
7206	AGENCY/USGS MERIT-GIG DARBY	\$1,280.00	\$0.00	\$0.00	\$1,280.00	\$0.00	\$1,280.00				
7206	AGENCY/INDIGENT APPLICATION FEE	\$0.00	\$6,689.48	\$0.00	\$4,804.48	\$0.00	\$4,804.48				
7210	AGENCY/AGRICULTURE TAX	\$0.00	\$419.00	\$405.00	\$0.00	\$0.00	\$0.00				
7210	AGENCY/INDEMNITY	\$281,015.57	\$0.00	\$0.00	\$289,406.72	\$0.00	\$289,406.72				
7220	AGENCY/SALES TAX	\$5,847.98	\$106,493.89	\$986.00	\$5,862.88	\$0.00	\$5,862.88				
7220	AGENCY/SALES TAX	\$1,091.78	\$48,181.88	\$48,181.88	\$1,091.78	\$0.00	\$1,091.78				
7221	AGENCY/GENERAL TAX	\$1,771,867.24	\$1,067,237.26	\$53,629,286.41	\$19,212,893.89	\$0.00	\$16,212,893.89				
7225	AGENCY/GENERAL TAX	\$7,653.25	\$0.00	\$7,653.25	\$0.00	\$0.00	\$0.00				
7227	AGENCY/OHIO HOUSING TRUST FUND	\$53,929.55	\$79,250.90	\$20,570.10	\$52,650.35	\$107,305.73	(\$54,655.38)				
7228	AGENCY/PERS./PROPERTY TAX	\$1,850.83	\$0.00	\$0.00	\$1,850.83	\$0.00	\$1,850.83				
7228	AGENCY/MOBILE HOME TAX	\$13,287.42	\$73,021.79	\$57,289.41	\$19,112.30	\$0.00	\$19,112.30				
7230	AGENCY/AGRISETTLE TAX	\$124,959.58	\$1,058,224.85	\$3,859.46	\$96,112.60	\$0.00	\$96,112.60				
7231	AGENCY/TOWNSHIP GAS/CENTRIGAL	\$0.00	\$809,209.44	\$0.00	\$0.00	\$0.00	\$0.00				
7232	AGENCY/LAW LIBRARY	\$16,550.35	\$0.00	\$0.00	\$16,550.35	\$0.00	\$16,550.35				
7234	AGENCY/LAW LIBRARY	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00				
7240	AGENCY/CLERK OF COURTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
8000	AGENCY/LECT PASS GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
8005	FEDERAL CHAPTER FLOW THRU GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
PR00	AGENCY/PAYROLL CLEARINGS	\$396,193.22	\$25,938.18	\$23,380.77	\$399,870.63	\$0.00	\$399,870.63				
PR00	Grand Total:	\$27,566,637.98	\$77,651,111.20	\$59,753,832.42	\$45,464,216.76	\$9,996,607.94	\$36,467,609.12				

Following a second from Dr. Xenikis the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Agreement – Approved – CHIP

Mr. Forrest moved to approve the written agreement for the CHIP Program Federal Home Funds for Homeowners this agreement is for the Grantor Dorothy Bailey 83 Shady Ave., London, Ohio 43140.

MADISON COUNTY COMMISSIONERS
CHIP PROGRAM FEDERAL HOME FUNDS
MADISON COUNTY, OHIO

This lending agreement (hereinafter referred to as "agreement") has been made and entered into on the 14 day of July, 2019, between the borrower referred to as "Owner", and Dorothy Bailey, the borrower herein referred to as "Owner".

WITNESSES

WHEREAS, pursuant to the provisions of the Creative Communities National Affordable Housing Act (CRAH) as amended (the "Act"), the United States Department of Housing and Urban Development (HUD) has such HOME Incentive Programs (HAES) funds available to the State of Ohio, Madison County (the County) has been designated and approved to receive HOME funds through the State of Ohio, (the Development Services Agency) Community Housing Incentive and Preservation Program (CHIP) to provide housing subsidies within the local community as outlined in the County's application for funding. The County has been determined to be eligible to receive HOME funding for the establishment of their principal residence.

NOW, THEREFORE, the parties hereto in execution of the promise and covenants contained herein agree as follows:

I. THE HOME FUND

HOME funds have been provided to provide establishment of the owner's residence located at 83 Shady Ave London, OH. Agreements are being drafted to bring the unit into compliance with the (Ohio Development Services Agency) Residential Rehabilitation Standards. The Owner agrees to provide assistance in the form of a loan to Dorothy Bailey, in an amount not to exceed \$10,000. The loan shall be subject to the terms and conditions set forth in this agreement as well as those contained in the mortgage and promissory note.

II. HOME FUNDING REQUIREMENTS (41 CFR 115.0)

- The estimated value of the property, after deductions, is limited to no more than HOME Homeownership Voucher funds for the year, as published annually by HUD.
- The loan is subject to use as the principal residence of an owner that has been determined as qualifying for the income limits of the CHIP HOME funds were considered in the housing.
- The loan is subject to meet the definition of "homeownership" as defined in 41 CFR 115.0.

III. TERM OF AFFORDABILITY

The assisted unit, a single-family home which is assisted with loan funds shall remain the principal residence of the Owner for not less than five (5) years beginning on the date of the project mortgage filing. A property foreclosure initiated by the first mortgage holder, or another transfer in lieu of foreclosure, or payment of the loan balance are the only occurrence which may prematurely end the affordability period, as long as either action is not for the purpose of avoiding low-income affordability restrictions.

IV. ENFORCEMENT OF AFFORDABILITY REQUIREMENTS

To enforce the affordability requirements, a Promissory Note and Mortgage create a restrictive covenant specifying the affordability requirements for this project and their duration and shall be recorded at the time of this agreement is executed.

V. PARTIAL INVALIDITY

A provision of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and those other provisions shall remain in full force and effect.

TERM OF AGREEMENT

This agreement shall remain in full force and effect until the expiration of the later of the term of affordability for this project as specified in the section titled "Term of Affordability".

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized representative of the parties this 14 day of July, 2019.

HOMEOWNER:

Emma Hill
(Witness Signature)

Emma Hill
(Witness Name - Please Print)

Dorothy D Bailey
(Homeowner Signature)

Dorothy D Bailey
(Homeowner Name - Please Print)

COUNTY:

(Witness Signature)

(Witness Name - Please Print)

D.B. Hill
(Authorized Signature)

Dorothy D Bailey
(Name - Please Print)

Government Forms and Supplies E1810043EA

MORTGAGE NOTE-OWNER OCCUPIED REHAB - MADISON COUNTY

Madison County, Ohio

June 14 2019

26,897.00

Not Affect

After date, it was received of Dorothy Bailey proceeds to pay to the MADISON COUNTY COMMISSIONERS the sum of Twenty Six Thousand Eight Hundred and Ninety Seven Dollars which represents the Loan (MORTGAGE) amount which has been provided to her, and has been received by her, through a Community Housing Loan and Preservation Program from Madison County for the purpose of Rehabilitation Assistance of her home located on her lot and property located at 2320 S. Liberty Ave. Columbus, Ohio and which is secured by a mortgage of real estate located on the following parcel:

1. The Loan amount to stated herein is a no interest non-recourse loan with principal due upon sale of property, transfer of title, death or the Owner not continuing to reside in the property in their permanent residence. Repayment of the entire outstanding balance, in some periods thereof, is required.
2. One hundred percent (100%) of the loan amount shall be subject to a five (5) year affordability period. The 100% shall be forgiven at 25% per year or 10% per month over the 5-year period. All or a portion of this 100% shall be repaid if the property is sold, title transferred or no longer Owner's permanent residence within the five (5) year affordability period.

MORTGAGE NOTE-OWNER OCCUPIED REHAB - MADISON COUNTY
(Continued)

3. Recapture of the amount due is based on "net proceeds" that are derived from the sale or transfer of said property. The affordability period begins on the date of execution of this agreement. Any such repayment of principal due to the County shall be made only from whatever payment the owner realizes from a sale at Fair Market Value, after paying off all prior recorded mortgages and liens on the property. If the house is not sold, repayment shall be made from the equity in the home.

Net Proceeds equals sale price minus loan repayments and closing costs
or
Appraised Value Minus Outstanding Liens

- a. When net proceeds are greater than the Loan amount (subsidy), the full loan amount (subsidy) shall be repaid, less what has been forgiven.
- b. When net proceeds are less than the current balance of the loan amount (subsidy), repayment shall equal the net proceeds.

This note is secured by a mortgage of even date herewith executed and delivered by Madison County on the premises described in said mortgage situated in the State of Ohio and Madison County, fully described in said mortgage.

Further, the said Dorothy Bailey acknowledges that when the above conditions are not complied with, then the balance of the loan amount shall become immediately a valid and subsisting lien on the real premises described in said mortgage.

OBLIGOR(S)

PREPARED BY:

Dorothy D Bailey Madison County

DJB
Title Commissioner
MADISON COUNTY CHIP


STATE OF OHIO - COUNTY OF MADISON SS: _____

Before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the above named Dorothy Bailey, mortgagee, owner-occupant(s) who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

MORTGAGE NOTE - OWNER OCCUPIED REHAB - MADISON COUNTY
(Drafted)

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said County, this 14th day of July, 2019.

[Signature]
 Mayor



DATE: 7/16/2019
 4:00 PM
 1212121212

Instructions provided by: CDC of Ohio, Community Development Guidelines

MORTGAGE-STATUTORY FORM - OWNER OCCUPIED REHABS -
MADISON COUNTY

KNOW ALL MEN BY THESE PRESENTS

That Dorothy Bailey ^{single} ~~married~~ ~~single~~ ~~divorced~~ Mortgage-Owner-Occupant(s) of Madison County, State of Ohio, for valuable consideration which consists of the Loan (HOMES subsidy) amount in the sum of \$6,897.00 DOLLARS, the receipt of which is hereby acknowledged, grants with mortgage covenants to the MADISON COUNTY COMMISSIONERS, located in MADISON County, State of Ohio, the following real property:

83 Shady Ave
 London, Ohio

Mortgage(s) realizing that the Loan (HOMES subsidy) amount secured by this mortgage was made available through a Community Housing Impact and Preservation Program from Madison County, which is a 100% deferred loan over a 60-month period, for Rehabilitation Assistance of the above described real property, does (do) hereby agree as follows:

- a. The mortgage(s) owner-occupant shall keep the improvements now existing or hereafter erected on said property insured against loss by fire, flood (if in 10-year flood plain), or other hazards included within the term "extended coverage" in a sum not less than the market value of the structure on the property.
- b. This mortgage is a five year, deferred, declining, 6% interest, 100% forgivable loan. The mortgage declines at a rate of twenty percent (20%) per year. Per the Federal HOME regulations, mortgages may not be pre-paid on a monthly or daily basis.

Government Forms and Supplies E1910043EA

**MORTGAGE STATUTORY FORM - OWNER OCCUPIED RESHABS -
MADISON COUNTY (Continued)**

c. In the event of a loan transfer of title of any real estate interest in the property, upon the mortgagee's failure to record a deed properly on a replacement deed, the terms and conditions of the note and this Security Instrument shall be accepted with all its covenants and conditions, including the covenants and conditions set forth in this Security Instrument, and the mortgagee shall be deemed to have accepted the same.

This mortgage is given upon the statutory conditions to secure the performance of the obligations set forth in this mortgage as well as those that are set forth in the note and this Security Instrument.

"Security Instrument" is defined in Section 5301.11 of the Revised Code and provides generally that if the mortgagee, owner-occupant(s) herein performs all of the obligations which are imposed by this mortgage, and performs the other obligations secured hereby set forth in the note and this Security Instrument, and the mortgagee, owner-occupant(s) herein, and the borrower, in a case not less than the market value of the property, secured, and does not commit or suffer events, then this mortgage shall be void.

The Mortgagee may, upon approval of the Madison County Commissioner for that particular agent, and within the same duration, the good sense, subordinate this mortgage to any subsequent mortgage as then authorized by the Mortgagee.

Mortgagee retains all rights of Dower herein.

WITNESS My hand and seal this 11 day of June 2019, signed and acknowledged in presence of:

[Signature]
MORTGAGEE
[Signature]
MORTGAGEE OWNER OCCUPIANT

**MORTGAGE STATUTORY FORM - OWNER OCCUPIED RESHABS -
MADISON COUNTY (Continued)**

STATE OF OHIO - COUNTY OF MADISON SS. _____

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named Deborah Bailey mortgagee, owner-occupant(s) who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, at London, Ohio, this 11 day of June 2019.
[Signature]
Notary Public (not)

Instrument prepared by: CDC of Ohio, Community Development Consultants

P

Following a second from Dr. Xenikis the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Agreement – Approved – CHIP

Mr. Forrest moved to approve the written agreement for the CHIP Program Federal Home Funds for Homeowners this agreement is for Madison Comm. Housing 8 Degar Dr., London, Ohio 43140.

MADISON COUNTY COMMISSIONERS
JUL 12 10:58 AM
CHIP PROGRAM FEDERAL HOME FUNDS
HOMEOWNER WRITTEN AGREEMENT

This financing agreement (hereinafter referred to as "agreement") has been made and entered into as of the 28 day of June, 2019, between the Madison County Commissioners referred to as "Grantor" and Emma E. Hall (EEM) the homeowner hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, Pursuant to the provisions of the Cranston-Gardner National Affordable Housing Act (CNRA), as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has made HOME Investment Partnerships Program ("HOME") funds available to the State of Ohio, Madison County (the County) has been designated and empowered to receive HOME funds through the State of Ohio, Ohio Development Services Agency's Community Housing Impact and Preservation Program (CHIP) to provide housing activities within the local community as outlined in the Grantor's application for funding. The Owner has been determined to be eligible to receive HOME funding for the rehabilitation of their principal residence.

NOW, THEREFORE, the parties hereto in consideration of the premises and mutual obligations set forth below agree as follows:

I. Use of HOME funds

HOME funds have been provided to provide rehabilitation of the owner's residence located at 8 Degar Dr., London, Ohio, in accordance with the terms of the CHIP program. The Grantor agrees to provide assistance in the form of a loan to the Owner in an amount not to exceed \$5,000 (hereinafter referred to as "loan") for the Owner's principal residence located at [Address]. The loan shall be subject to the terms and conditions set forth in this agreement as well as those contained in the mortgage and promissory note.

II. HOME funding requirements (24 CFR 91.114)

- The estimated value of the property, after rehabilitation, is limited to no more than HOME Reasonably Value Funds for the area, as published annually by HUD.
- The house is required to serve as the principal residence of an owner that has been documented as qualifying as a low-income family at the time the HOME funds were committed to the housing.
- The house is required to meet the definition of "reasonably" as defined in 24 CFR 91.2.

III. TERM OF AFFORDABILITY

The assisted unit, a single-family home which is assisted with loan funds shall remain the principal residence of the Owner for not less than five (5) years beginning on the date of the project mortgage filing. A property foreclosure initiated by the first mortgage holder, or another transfer in lieu of foreclosure, or payment of the loan balance are the only occurrence which may prematurely end the affordability period, as long as either action is not for the purpose of avoiding low-income affordability restrictions.

IV. ENFORCEMENT OF AFFORDABILITY REQUIREMENTS

To enforce the affordability requirements, a Promissory Note and Mortgage create a restrictive covenant specifying the affordability requirements for this project and their duration and shall be recorded at the time of this agreement is executed.

V. PARTIAL INVALIDITY

A provision of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and those other provisions shall remain in full force and effect.

TERM OF AGREEMENT

This agreement shall remain in full force and effect until the expiration of the later of the term of affordability for this project as specified in the section titled "Term of Affordability".

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized representative of the parties this 28 day of June, 2019.

HOMEOWNER:
Emma E. Hall
(Witness Signature)
Emma E. Hall
(Witness Name - Please Print)

[Signature]
(Homeowner Signature)
[Signature]
(Homeowner Name - Please Print)

COUNTY:
[Signature]
(Witness Signature)
[Signature]
(Witness Name - Please Print)

[Signature]
(Authorized Signature)
Drew B. Hunter
(Name - Please Print)

Government Forms and Supplies E818049EA

MORTGAGE NOTE / LANDLORD (Continued)

This note is secured by a mortgage of even date herewith executed and delivered by Madison City Commissioners on the premises described in said mortgage situated in the State of Ohio and County of Madison, fully described in said mortgage.

Further, the said Madison Community Housing acknowledges that if the above conditions are not complied with, then the balance (unforgiven portion) of the Loan amount shall become immediately a valid and subsisting lien on the real premises described in said mortgage.

OBLIGOR(S)/VENDOR-VENDEE(S) Prepared by me PREPARED BY: Madison County
J. B. Set
Title: Commissioner

Instrument prepared by: CDC of Ohio Community Development Consultants

MORTGAGE NOTE / LANDLORD

June 21, 2019

\$13,750.00

Site located

At the date hereof, the mortgagor is Madison Community Housing

located in Madison County, Ohio the sum of thirteen thousand seven hundred and fifty dollars (\$13,750.00)

DEEDS which represent the loan amount which has been provided to her, and has been received by her, through a COMMUNITY HOUSING REHAB AND PRESERVATION PROGRAM grant from the Ohio Development Service Agency for the purpose of rehabilitation of the building located on the parcel property at

8 Dege Dr. London, Ohio which is secured by a mortgage of even date herewith on the following terms:

- The loan amount will be deferred and forgiven at the end of a 1-year period from the date of this instrument in full as long as the mortgage of even date is complied with and as long as the mortgagor retains title in the property. If, in the event that the mortgagor transfers title to said property in violation of the terms of the mortgage and note, then said mortgage will not be forgiven and will become a valid and subsisting lien on said premises until such time as the unexpired portion of this Note is paid in full. If the note is not paid in full upon sale or transfer of title, the balance of the note will be transferred to the new property owner in the form of a deed restriction.

MORTGAGE/STATUTORY FOR

KNOW ALL MEN BY THESE PRESENTS

That Madison Comm. Madison Ck., City of Ohio, Inc. of Madison County, Ohio, for and in the sum of Three Thousand DOLLARS, the receipt of which is acknowledged by the Madison Ck. of State of Ohio, the following real property:

Record This ONE.

8 Deger Drive
Madison London, Ohio

Mortgage(s) realizing that the loan secured by this mortgage was made available through a COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM grant from the Ohio Development Services Agency for the rehabilitation of the above described real property does (do) hereby agree as follows:

- a. That the mortgage(s) when the event(s) of the dwelling on the above described real property and that in like will not transfer or sell in any manner whatsoever any of his/her right title and interest in the above described real property for a period of 5 years and the Mortgage Note of even date held by the County in this jurisdiction.
- b. If, in the event, there is a transfer of title, then terms and conditions of this Mortgage and Note of even date herewith, shall be complied with in entirety and the entire outstanding balance of the note shall be accelerated and become due and payable immediately.

MORTGAGE/STATUTORY FORM/LANDLORD (Continued)

OR

In lieu of the payoff of the entire loan, a deed restriction must be placed on the property that requires the new owner to assume the balance of the loan and the requirements contained in this mortgage for the remainder of the affordability period.

- c. The mortgage(s) shall keep the improvements now existing or hereafter erected on said property insured against loss by fire, flood (if in 100 year flood plain), and or other hazards included within the term "extended coverage" in a sum not less than the market value of the structures on the property.
- d. The present occupants of the property to be rehabilitated shall be permitted to maintain their occupancy of such property until this mortgage is sold, provided rent payments are made and waste is not suffered upon the property by such occupants.
- e. The above-described property shall only be occupied by low- to moderate-income families until the Mortgage Note of even date is totally forgiven or within 5 years of the date of this mortgage, whichever comes first. Gross family income of families residing in such property shall not exceed the following amounts for this period.

Family Size	1	2	3	4	5	6	7	8
Income Limit	\$	\$	\$	\$	\$	\$	\$	\$

The limits are based upon HUD's determination of 80% of County Median Income for Madison County. These income limits may be adjusted annually as determined by U. S. Department of HUD for the Section 8 Housing Assistance Program.

- f. For the valid life of this Mortgage the annual cost for such property, including utilities, shall not exceed area Section 8 Fair Market Rents in Madison County. Fair Market Rents include shelter cost and the cost of utilities, except telephone.

This mortgage is given, upon the statutory conditions, to secure the performance of the obligations set forth in this mortgage as well as those that are set forth in the Note of even date.

"Statutory condition" is defined in Section 3302.14 of the Revised Code and provides generally that if the mortgagee - owner herein performs all of the obligations which are imposed by this mortgage, and performs the other obligations secured hereby set forth in the note of even date, pays all taxes and assessments, maintains insurance against fire, and other hazards, in a sum not less than the market value of the structures on the property, and does not commit or suffer waste, then this mortgage shall be void.

Government Forms and Supplies E181004GEA

MORTGAGE / STATUTORY FORM/LANDLORD (Continued)

The Mortgagee may, upon approval of Madison County (or their authorized agent), and within its sole discretion, for good cause, subordinate this mortgage to any subsequent mortgage or lien executed by the Mortgages.

WITNESS his/her hand on this 26 day of June, 2019. Signed and acknowledged in the presence of:

Witnesses (2) Emma Ebel Mortgage(s) - Owner(s) [Signature]

STATE OF OHIO)
COUNTY OF Madison) SS

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Madison Comm Housing (Mortgage(s)-Owner(s)) who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

MONY WERNEBORN I have hereunto set my hand and seal at London,
Notary Public, State of Ohio
EXPIRES: SEPTEMBER 11, 2021
2019
Emma Ebel
Notary

Prepared By [Signature]
Title Commissioner

Instrument prepared by: CDC of Ohio Community Development Consultants

Following a second from Dr. Xenikis the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Agreement – Approved – CHIP

Mr. Forrest moved to approve the written agreement for the CHIP Program Federal Home Funds for Homeowners this agreement is for Madison Comm. Housing 55 Arlington Ave. London, Ohio 43140.

WISCONSIN
MADISON COUNTY
CHIP PROGRAM FEDERAL HOME FUNDS
HOMEOWNER WRITTEN AGREEMENT (1/12/19)

This written agreement (hereinafter referred to as "agreement") has been made and entered into as of the 28th day of June, 2019, between the undersigned herein as "Owner" and [Name], the undersigned herein as "Homeowner".

WITNESSETH

WHEREAS, pursuant to the provisions of the Community Development Block Grant Reconciliation Act (CDBGRA) as amended, the "Act", the United States Department of Housing and Urban Development (HUD) has made HOME Investment Partnerships Program (HOME) funds available to the State of Ohio, Madison County (the County) has been designated and expressed to receive HOME funds through the State of Ohio, Ohio Development Services Agency's Community Housing Lending and Preservation Program (CHLPP) to provide housing activities within the local economy as defined in the CHLPP application for funding. The Owner has been determined to be eligible to receive HOME funding for the rehabilitation of their principal residence.

WHEREAS, the parties hereto are in possession of the premises and intend to execute and file this agreement as follows:

I. Use of HOME funds

HOME funds have been provided to provide rehabilitation of the vacant residence located at 55 Arlington Ave, London, Ohio. Improvements are being funded to bring the unit into compliance with the Ohio Development Services Agency's Residential Rehabilitation Standards. The Owner agrees to provide assistance in the form of a loan to Madison County, Ohio, in an amount not to exceed \$10,000.00 (hereinafter referred to as "loan") for the Owner's principal residence located at 55 Arlington Ave, London, Ohio. The loan shall be subject to the terms and conditions as set forth in the agreement as well as those contained in the mortgage and promissory note.

II. HOME funding requirements (41 CFR 91.254)

- The estimated value of the property, after rehabilitation, is limited to no more than HOME Reconciliation Voucher funds for the year, as published annually by HUD.
- The house is required to serve as the principal residence of an owner that has been documented as qualifying as a low-income family at the time the HOME funds were committed to the housing.
- The house is required to meet the definition of "owner-occupied" as defined in 41 CFR 91.2.

III. TERM OF AFFORDABILITY

The assisted unit, a single-family home which is assisted with loan funds shall remain the principal residence of the Owner for not less than five (5) years beginning on the date of the project mortgage filing. A property foreclosure initiated by the first mortgage holder, or another transfer in lieu of foreclosure, or payment of the loan balance are the only occurrence which may prematurely end the affordability period, as long as either action is not for the purpose of avoiding low-income affordability restrictions.

IV. ENFORCEMENT OF AFFORDABILITY REQUIREMENTS

To enforce the affordability requirements, a Promissory Note and Mortgage create a restrictive covenant specifying the affordability requirements for this project and their duration and shall be recorded at the time of this agreement is executed.

V. PARTIAL INVALIDITY

A provision of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and those other provisions shall remain in full force and effect.

TERM OF AGREEMENT

This agreement shall remain in full force and effect until the expiration of the later of the term of affordability for this project as specified in the section titled "Term of Affordability".

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized representative of the parties this 28th day of June, 2019.

HOMEOWNER:

Emma E. Hall
(Witness Signature)

Emma E. Hall
(Witness Name - Please Print)

Randy Redson
(Homeowner Signature)

Randy Redson
(Homeowner Name - Please Print)

COUNTY:

(Witness Signature)

(Witness Name - Please Print)

D. B. Vt
(Authorized Signature)

Darzo B. Hunter
(Name - Please Print)

Government Forms and Supplies E-910043EA

MORTGAGE NOTE/LANDLORD

June 28 2019

10985

Madison Community Housing

Madison County, Ohio the area of 10.985 ac

OLLARS which represents the Loan amount which has been provided to the borrower, and has been received by the lender, through a COMMUNITY HOUSING DEPARTMENT AND PRESERVATION PROGRAM grant from the Ohio Development Services Agency for the purpose of acquisition of the real property located on the real property of 5400 ... which is secured by a mortgage of real estate hereon in the following terms:

- The loan amount will be deferred and forgiven at the end of a 5 year period from the date of this instrument as long as the mortgage of real estate is not cancelled with and as long as the property remains in the property. If, in the event that the (owner) transfers title to said property in violation of the terms of the mortgage and note, the said obligation will not be forgiven and will become a valid and enforceable lien on said premises with such force as the mortgage portion of this note is paid in full. If the note is not paid in full upon sale or transfer of title, the balance of the note will be transferred to the new property owner in the form of a deed restriction.

MORTGAGE NOTE/LANDLORD (Continued)

This note is secured by a mortgage of real estate herewith executed and delivered by Madison City Commissioner on the premises described in said mortgage situated in the State of Ohio and County of Madison, fully described in said mortgage.

Further, the said Madison Comm Housing acknowledges that if the above conditions are not complied with, then the balance (unforgiven portion) of the Loan amount shall become immediately a valid and subsisting lien on the real premises described in said mortgage.

DEBTOR(S)/VENDOR/VENDEE(S)
[Signature]

PREPARED BY:
Madison County
[Signature]
Title: Commissioner

Instrument prepared by: CDC of Ohio Community Development Consultants

Records

MORTGAGE

KNOW ALL

That Madison Mortgage-Owner, of State of Ohio, for valuable consideration which consists of the loan amount in the sum of THIRTY NINE THOUSAND TWENTY DOLLARS the receipt of which is hereby acknowledged, grants with mortgage covenants to the Madison City Commissioners, located in Madison County, State of Ohio, the following real property:

55 Arlington Ave.
London, Ohio

Mortgagee) realizing that the loan amount secured by this mortgage was made available through a COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM grant from the Ohio Development Services Agency for the rehabilitation of the above described real property, does (do) hereby agree as follows:

- a. That the mortgagee(s) takes the conveyance of the dwelling on the above described real property and that he/she will not transfer or sell in any manner whatsoever any of his/her right, title, and interest in the above described real property for a period of 5 years unless the Mortgage Note of even date held by the County is fully repaid.
- b. If in the event, there is a transfer of title, then terms and conditions of this Mortgage and Note of even date herewith, must be complied within its term and the entire outstanding balance of the note shall be accelerated and become due and payable immediately.

MORTGAGE/STATUTORY FORM/LANDLORD (Continued)

- OR
- In lieu of the payoff of the entire loan, a deed restriction must be placed on the property that requires the new owner to assume the balance of this loan and the requirements contained in this mortgage for the remainder of the affordability period.
- c. The mortgagee(s) shall keep the improvements now existing or hereafter erected on said property insured against loss by fire, flood (if in 100 year flood plain), and or other hazards included within the term "extended coverage" in a sum not less than the market value of the structures on the property.
 - d. The present occupants of the property to be rehabilitated shall be permitted to maintain their occupancy of such property until this mortgage is void, provided rent payments are made and waste is not suffered upon the property by such occupants.
 - e. The above-described property shall only be occupied by low- to moderate-income families until the Mortgage Note of even date is totally forgiven or within 5 years of the date of this mortgage, whichever comes first. Gross family income of families residing in such property shall not exceed the following amounts for this period.

Family Size	1	2	3	4	5	6	7	8
Income Limit	\$	\$	\$	\$	\$	\$	\$	\$

The limits are based upon HUD's determination of 80% of County Median Income for Madison County. These income limits may be adjusted annually as determined by U. S. Department of HUD for the Section 8 Housing Assistance Program.

- f. For the valid life of this Mortgage the annual net for such property, including utilities, shall not exceed area Section 8 Fair Market Rents in Madison County. Fair Market Rents include shelter rent and the cost of utilities, except telephone.

This mortgage is given, upon the statutory conditions, to secure the performance of the obligations set forth in this mortgage as well as those that are set forth in the Note of even date.

"Statutory condition" is defined in Section 5302.14 of the Revised Code and provides generally that if the mortgagee - owner herein performs all of the obligations which are imposed by this mortgage, and performs the other obligations secured hereby set forth in the note of even date, pays all taxes and assessments, maintains insurance against fire, and other hazards, in a sum not less than the market value of the structures on the property, and does not commit or suffer waste, then this mortgage shall be void.

Government Forms and Supplies F181-00436A

MORTGAGE / STATUTORY FORM/LANDLORD (Continued)

The Mortgagee may, upon approval of Madison County (or their authorized agent), and within its sole discretion, for good cause, subordinate this mortgage to any subsequent mortgage or lien executed by the Mortgageors.

WITNESS his/her hand on this 28 day of June, 2019. Signed and acknowledged in the presence of:

Witness: Emma Neel Mortgageor(s) Owner(s): [Signature]

STATE OF OHIO }
COUNTY OF Madison } SS

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Madison Comm Housing (Mortgageor(s)-Owner(s)) who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Madison Ohio, this 28 day of June, 2019.
Emma E. Neel
Notary
My Commission Expires Jan. 11, 2021
Recorded in Chain Copy

Prepared By: [Signature]
Title: Commissioner

Instrument prepared by: CDC of Ohio Community Development Consultants

Following a second from Dr. Xenikis the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.