

FOR RELEASE OF MORTGAGE

SEE O.R. 101 PAGE 37702

8836

01260106859
REC 840 PAGE 30

OPEN-END MORTGAGE

(Short form mortgage deed—adopting and including by reference certain provisions of a master mortgage form recorded in the counties named herein. A copy of said provisions is attached hereto.)

THIS MORTGAGE is made this 27th day of APRIL, ¹⁹ 89
between the Mortgagor, MANUEL M. KASARIS AND PATRICIA J. KASARIS, HUSBAND & WIFE
AKA MANUEL M. KOUTSOURAIS

(herein "Borrower") and the Mortgagee, The Home Savings and Loan Company of Youngstown, Ohio, a corporation organized and existing under the laws of Ohio whose address is 275 Federal Plaza West, Ohio 44503 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FOUR THOUSAND AND NO/100
*****4,000.00 Dollars,
which indebtedness is evidenced by Borrower's note dated APRIL 27, 1989 (herein "Note"),
providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due
and payable on THE FIRST DAY OF JUNE 1992

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"); Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

MAHONING, State of Ohio:SITUATED IN THE TOWNSHIP OF POLAND, COUNTY OF MAHONING,
STATE OF OHIO, AND KNOWN AS BEING LOT NUMBER 350 IN
GENSLER SUBDIVISION, DIVISION "M" LYON PARK PLAT, AS
RECORDED IN VOLUME 29 OF PLATS, PAGE 44, MAHONING COUNTY
RECORDS.SAID LOT HAS A FRONTAGE OF 60.06 FEET ON THE NORTH LINE
OF HAMILTON DRIVE AND EXTENDS BACK ON ITS EAST LINE 184.77
FEET, AND ON ITS WEST LINE 182.32 FEET, HAVING A REAR LINE
OF 60 FEET, AS APPEARS BY SAID PLAT, SUBJECT TO ALL LEGAL
HIGHWAYS.RECEIVED FOR RECORD
AT 11:18 OCLOCK AMAPR 28 1989
BRUCE E. PAPALIA
Recorder, Mahoning County, Ohio
\$10.00

which has the address of

2414 HAMILTON DRIVEPOLAND, OHIO 44514

(herein "Property Address")

TOGETHER with all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a Leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 2,000.00.

By executing and delivering this Mortgage and the promissory note or notes secured hereby, the parties agree that pursuant to Section 5302.16 of the Ohio Revised Code all of the provisions of the Master Mortgage Form hereinafter referred to are hereby incorporated into this mortgage by reference. The Mortgagor hereby acknowledges receipt of a copy of said Master Mortgage Form prior to the execution of this mortgage. The said Master Mortgage Form above referred to was recorded in the mortgage records of the Recorder's Offices of the following counties in Ohio in the volume and page designated after the name of each county, to wit:

MAHONING: VOLUME 1381 PAGE 658; TRUMBULL: VOLUME 1089 PAGE 496
COLUMBIANA: VOLUME 1474 PAGE 144

Now if Mortgagor shall pay to Mortgagor the indebtedness secured hereby, according to the tenor and effect hereof, and shall fully keep and perform all other conditions and agreements as herein set forth, then this mortgage shall be void; otherwise it shall remain in full force and virtue in law and equity forever.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Mary Kropinak
MARY KROPINAK

Marie Dulovich
MARIE DULOVICH

Borrower:

Manuel M. Kasaris
MANUEL M. KASARIS, AKA MANUEL M.

Patricia J. Kasaris
PATRICIA J. KASARIS

STATE OF OHIO,

MAHONING

County ss:

On this 27th day of APRIL, 1989 before me, a Notary Public in and for said County and State, personally appeared MANUEL M. KASARIS AND PATRICIA J. KASARIS,
AKA MANUEL M. KOUTSOURAIS

HUSBAND & WIFE

The individual (s) who executed the foregoing instrument and acknowledge that they did examine and read the same and 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 official seal.



Mary Kropinak

Notary Public

MARY KROPINAK
NOTARY PUBLIC - STATE of OHIO
My Commission Expires Nov. 17, 1992

This instrument prepared by
The Home Savings and Loan Company of Youngstown, Ohio

(Space Below This Line Reserved For Lender and Recorder)

HOME SAVINGS

88336

IT 33308

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR AUTOMATIC RENEWALS OF THE LOAN. THE INTEREST RATE AND THE PAYMENTS UNDER THE LOAN MAY CHANGE AT THE TIME OF EACH RENEWAL.
 STRUTHERS
 REFINANCE OF HOME
 SAVINGS LOAN

OPEN-END MORTGAGE

210021481

026886

(Short form mortgage deed—adopting and including by reference certain provisions of a master mortgage form recorded in the counties named herein; A copy of said provisions is attached hereto.)

THIS MORTGAGE is made this 9th day of November, 1990,
 between the Mortgagor, PATRICIA KASARIS AND MANUEL M. KASARIS /, FKA MANUEL M.
WIFE & HUSBAND /AKA PATRICIA J. KASARIS KOUTSOURAIS

REC'D 118624 109

(herein "Borrower") and the Mortgagee, The Home Savings and Loan Company of Youngstown, Ohio, a corporation organized and existing under the laws of Ohio whose address is 275 Federal Plaza West, Ohio 44503 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-TWO THOUSAND FOUR HUNDRED THIRTY-TWO AND 91/100 ***22,432.91 Dollars, which indebtedness is evidenced by Borrower's note dated November 9, 1990 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on THE FIRST DAY OF December 2000

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

MAHONING, State of Ohio:

SITUATED IN THE TOWNSHIP OF POLAND, COUNTY OF MAHONING AND STATE OF OHIO, AND KNOWN AS BEING LOT NO. 350 IN GENSLER SUBDIVISION DIVISION "M" LYON PARK PLAT A SUBDIVISION OF A PART OF ORIGINAL POLAND TOWNSHIP SECTION LOT NO. 4 AS SHOWN BY THE RECORDED PLAT OF SAID SUBDIVISION IN VOLUME 29 OF MAPS, PAGE 44 OF MAHONING COUNTY RECORDS.
 SAID LOT NO. 350 HAS A FRONTAGE OF 60.06 FEET ON THE NORTHERLY SIDE OF HAMILTON DRIVE AND EXTENDS BACK BETWEEN PARALLEL LINES 184.77 FEET ON THE EASTERN LINE, 182.32 FEET ON THE WESTERLY LINE AND HAS A REAR LINE OF 60 FEET, AS APPEARS BY SAID PLAT, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

 "REFERENCE IS HEREBY MADE TO THE RIDER OF THE MORTGAGE WHICH IS INCORPORATED HERIN FOR ALL PURPOSES." *Patricia J. Kasaris*
Manuel M. Kasaris

RECEIVED FOR RECORD
10:45 O'CLOCK A.M.
 NOV 13 1990
 BRUCE E. PAPALIK
 Recorder, Mahoning County, OHIO
P 14.00

which has the address of

2414 HAMILTON AVENUE

POLAND, OH 44514 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the household estate if this Mortgage is on a Household) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

OHIO-1 to 4 Family-6/86-FNMA/FHLMC UNIFORM INSTRUMENT

HSL Form 198 Rev. 6/86

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 11,216.46.

By executing and delivering this Mortgage and the promissory note or notes secured hereby, the parties agree that pursuant to Section 5302.16 of the Ohio Revised Code all of the provisions of the Master Mortgage Form hereinafter referred to are hereby incorporated into this mortgage by reference. The Mortgagor hereby acknowledges receipt of a copy of said Master Mortgage Form prior to the execution of this mortgage. The said Master Mortgage Form above referred to was recorded in the mortgage records of the Recorder's Offices of the following counties in Ohio in the volume and page designated after the name of each county, to wit:

MAHONING: VOLUME 1381 PAGE 658;

TRUMBULL: VOLUME 1089 PAGE 496

COLUMBIANA: VOLUME 1474 PAGE 144

Now if Mortgagor shall pay to Mortgaggee the indebtedness secured hereby, according to the tenor and effect hereof, and shall fully keep and perform all other conditions and agreements as herein set forth, then this mortgage shall be void; otherwise it shall remain in full force and virtue in law and equity forever.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Mary Kropinak
Mary Kropinak
Marjorie Blair
Marjorie Blair

Borrower:

Patricia J. Kasaris
PATRICIA KASARIS AKA PATRICIA J. KASARIS
Manuel M. Kasaris
MANUEL M. KASARIS
FKA MANUEL M. KOUTSOURAIS

STATE OF OHIO, MAHONING

County ss:

On this 9th day of November, 1990, before me, a Notary Public in and for said County and State, personally appeared PATRICIA KASARIS AND MANUEL M. KASARIS /
WIFE & HUSBAND /AKA PATRICIA J. KASARIS FKA MANUEL M. KOUTSOURAIS

the individual(s) who executed the foregoing instrument and acknowledge that they did examine and read the same and 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 official seal.

(Seal)

My Commission expires:



Mary Kropinak
Notary Public
MARY KROPINAK
NOTARY PUBLIC - STATE of OHIO
My Commission Expires Nov. 17, 1992

This instrument prepared by
The Home Savings and Loan Company of Youngstown, Ohio

(Space Below This Line Reserved For Lender and Recorder)

STRUTHERS
REFINANCE OF
HOME SAVINGS
LOAN

ADJUSTABLE RATE RIDER

REC 1180 PAGE 111
24007451

THIS ADJUSTABLE RATE RIDER is made this 9th day of November, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE HOME SAVINGS AND LOAN COMPANY of YOUNGSTOWN, OHIO (the "Lender") of the same date and covering the property described in the Security Instrument.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES
IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) CHANGE DATES

The interest rate I will pay may change on the first day of January, 1992, and on that day every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) THE INDEX

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of (01) year(s), as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) CALCULATION OF CHANGES

Before each Change Date, the Note Holder will calculate my new interest rate by adding ONE AND THREE/FOURTHS percentage point(s) (1.75 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment." It will be the new amount of my monthly payment.

(D) INTEREST RATE CAP

The interest rate to be charged for any (01) year loan term shall not be increased or decreased by more than 1.00 % from the interest rate in effect at the time of renewal. In no event shall the Note Holder charge an interest rate which is more than 6.00 % greater than or more than 6.00 % less than the Initial Interest Rate.

(E) EFFECTIVE DATE OF CHANGES

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

5. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

2414 HAMILTON AVENUE

POLAND, OH 44514

Property Address

✓ Patricia J. Kasaris
PATRICIA KASARIS
AKA PATRICIA J. KASARIS
✓ Manuel M. Kasaris
MANUEL M. KASARIS/
FKA MANUEL M. KOUTSOURAIS

Borrower

Borrower

Borrower

BORROWER

026886

#74943

for mortgages see volume & page listed below

OFF REC 1191 AGT 277

028466

RECEIVED FOR RECORD
 Mahoning County 10:48 O'CLOCK AM
 18 Items DEC 3 1990
 BRUCE E. PAPALIA
 Recorder, Mahoning County, Ohio

\$28.00 SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That THE HOME SAVINGS AND LOAN COMPANY OF YOUNGSTOWN, OHIO, does hereby acknowledge that the conditions of the following mortgage deeds have been complied with and the same are hereby satisfied and discharged:

ITEM	NAME	VOLUME	PAGE
210001101	HNAT, Robert M. & Eleanor	1341	214
210018866	SANCHEZ, Barbara & Felix	969	19
210005167	FABIAN, Thomas J. & Monica J.	1326	475
240035018	MARO, Joseph Jr. & Joan	515	56
210014921	KELLEY, John F. & Theresa R.	414	3
210005974	SEBULSKY, Robert L. & Cynthia S.	1361	582
210005868	SPENCER, Robert G. & Phyllis A.	1355	354
214005437	ADKINS, Larry D. & Mary M.	1231	600
210008002	GORDON, Reuben G. & Doris J.	1332	605
210008410	COOK, Samuel	1350	706
216000273	McKAY, William James III & Connie Joy	1230	232
260106859	KASARIS, Manuel M. & Patricia J. AKA Manuel M. Koutsourais	846	30
210011289	KLEOUDIS, Emmanuel G. & Christine T. and Nicholas Magouras AKA Nickolas AKA Nick L.	202	115
210011498	DEMATTEO, Ronald S. & Angiolina	285	131
211048222	SCHULER, Herbert F. & Catherine M.	1157	117
211047705	CURTIS, George G. & Joann H.	1142	294
210016059	MAGOURAS, Nicholas L. & Anne	1359	721
210027456	SNYDER, Harry L. Jr. & Jennie O.	656	237

Signed this 30th day of November, 19 90.

In presence of:

Denise Zimella
Denise Zimella
Denise Zimella
Rose Marie Fiorentine
 THE STATE OF OHIO
 MAHONING COUNTY) ss.

Before me, a Notary Public in and for said County, personally appeared the above named THE HOME SAVINGS AND LOAN COMPANY OF YOUNGSTOWN, OHIO, by William A. Holdford its Vice President, and by James H. Rigney its Asst. Vice President who affirmed that they did sign the foregoing instrument this 30th day of November, 19 90.

This instrument was prepared by THE HOME SAVINGS AND LOAN COMPANY of Youngstown, Ohio

THE HOME SAVINGS AND LOAN COMPANY
 OF YOUNGSTOWN, OHIO

BY: William A. Holdford, Vice President

BY: James H. Rigney, Asst. Vice President

Notary Public
 ROSE MARIE FIORENTINE
 NOTARY PUBLIC - State of Ohio
 My Commission Expires July 22 1991



Youngstown Poland Road
OPEN END
REAL ESTATE MORTGAGE

O.R. 3239 PAGE 160

The undersigned, Manuel M. Kasaris AKA Manuel M. Koutsourais and Patricia J. Kasaris AKA ("Mortgagor"), Married of Mahoning County, Ohio, for and in Consideration of Twenty Thousand and 00/100 Dollars (\$ 20,000.00) paid, grants with "Mortgage Covenants," to NATIONAL CITY BANK, NORTHEAST ("BANK"), 1 Cascade Plaza, Akron, Ohio, the following real property:

Situated in the Township of Poland, County of Mahoning and State of Ohio and known as being

See Exhibit A

9700015659
Filed for Record in
MAHONING COUNTY, OHIO
BRUCE E PAPALIA
On 05-13-1997 At 01:17 pm.
MORTGAGE 14.00
Vol. 3239 Pg. 160 - 161

Together with privileges and appurtenances and all rents, issues and profits of the property and subject to all legal highways, restrictions and assessments of record, current taxes and assessments and the following additional encumbrances: Home Savings & Loan Company of Youngstown, Ohio

"Mortgage Covenants" is defined in Section 5302.13 of the Ohio Revised Code.
This mortgage is given upon "Statutory Condition" to secure the payment of the sum set forth in the Note given by Patricia J. Kasaris Manuel M. Kasaris ("Borrower") to Bank of the same date as this mortgage, together with any late charges and interest as provided in said Note and to secure all unpaid advances of Bank with respect to the above-described real property for the payment of taxes, assessments, insurance premiums or costs incurred in the protection and operation of said real property as provided in Section 5301.233 of the Ohio Revised Code.

The Borrower's Note is due and payable
 The Note is an Open End Revolving Line of Credit.

"Statutory Condition" is defined in Section 5302.14 of the Ohio Revised Code.

Any Mortgagor who does not also execute the Note (i) executes this mortgage for the purpose of pledging that Mortgagor's interest in the above-described real property to secure the payment and performance of the Note, including the payment of any and all future advances made to Borrower which are secured hereby and all advances of Bank made as provided in ORC 5301.233 (ii) incur no personal liability for the performance of the Note by virtue of the signing of this mortgage, and (iii) agrees that, without such Mortgagor's consent, Bank and Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Mortgagor agrees to keep the real property in good condition. Without Bank's written approval, Mortgagor will not sell, rent or otherwise dispose of the real property, nor further encumber it. Mortgagor hereby waives any homestead or exemption rights as against the obligations secured hereby.

Upon request of Borrower, Bank, at Bank option prior to release of the mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of indebtedness secured by this mortgage exceed (\$ 20,000.00).

The undersigned spouse of Mortgagor does hereby release and forever quit claim to Bank all right, title and expectancy of dower in the real property.

This mortgage is signed on 05/09/97.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Barbara A. Simon Manuel M. Koutsourais
Witness to all signatures
Linda Chapman Patricia J. Koutsourais
Witness to all signatures
Linda Chapman Patricia J. Koutsourais
Witness to all signatures

STATE OF OHIO)

Mahoning COUNTY ISS.
BEFORE ME a Notary Public in and for said County of MAHONING, I, Barbara A. Simon, Notary Public, do hereby certify that the above named Manuel M. Kasaris AKA Manuel M. Koutsourais AND Patricia J. Koutsourais did sign the foregoing instrument, and that the same is their true and lawful act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 9 day of May, 19 97.

Barbara A. Simon
Notary Public

INDIVIDUAL
BNB 200479 (09/90)

JOINT & SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS that, the Grantor, MANUEL M. KASARIS, (formerly known as Manuel M. Koutsourais), married to PATRICIA J. KASARIS, who claims title by or through instrument recorded in Vol. 1311 Page 148 of Mahoning County Recorder's Office, for valuable consideration received to his full satisfaction of MANUEL M. KASARIS and PATRICIA J. KASARIS, Joint tenants with rights of survivorship, the Grantee, whose TAX MAILING ADDRESS is 2414 Hamilton Avenue, Poland, Ohio 44514.

does hereby give, grant, bargain, sell and convey unto Grantees, their heirs and assigns, the following described premises:

Situated in the township of Poland, County of Mahoning and State of Ohio: and known as being Lot Number Three Hundred Fifty (350) in Gensler Subdivision Division "M" Lyon Park Plat, as recorded in Volume 29 of Plats, Page 44, Mahoning County Records. Said lot has a frontage of Sixty and Six Hundredths (60.06) feet on the north line of Hamilton Drive and extends back on its east line One Hundred Eighty-two and Thirty-two Hundredths (182.32) feet, having a rear line of Sixty (60) feet, as appears by said plat, subject to all legal highways.

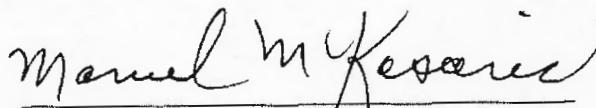
Permanent Parcel No.:

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging unto the said Grantees, their heirs and assigns, forever.

And the said Grantor, his heirs, executors and administrators, hereby covenant with the said Grantees, their heirs and assigns, that said Grantor is the true and lawful owner of said premises, and well seized of the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except, Conditions, Limitations, Reservations, Restrictions and Easements of Record, Building and Zoning Ordinances, if any, and taxes and assessments, both general and special, which are a lien but not yet due and payable.

And further, that said Grantor will warrant and defend the same against all claims of all persons whatsoever, except as hereinbefore provided.

Executed this 22 day of November, 2002.

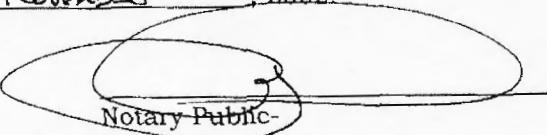

MANUEL M. KASARIS

200400003816
Filed for Record in
MAHONING COUNTY, OHIO
RONALD V. GERBERRY
02-02-2004 At 12:48 pm.
DEED 28.00
DR Book 5412 Page 641 - 641

*Has been acknowledged and Complied with Sub
Rec'd # 452
Date 2-2-04
Permitting Tax
STATE OF OHIO
COUNTY AUDITORS
EXEMPT
COUNTY OF Mahoning*

Before me, a Notary Public in and for said County and State, personally appeared the above-named MANUEL M. KASARIS, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Poland, Ohio this 22 day of November, 2002.



This Instrument Prepared By:
John Patrick, Esq.
Reminger & Reminger Co., LPA
1400 Midland Building
101 Prospect Avenue, West
Cleveland, Ohio 44115
(216) 687-1311



JOHN PATRICK, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration date
Section 147.03 R.C.

This Conveyance has Complied with Section 315.202

Fee \$ _____ Receipt # 3073

Permissive Tax _____
Exempt ✓ Date 8-17-09

By R. Jackson Deputy
MICHAEL V. SCIORTINO
MAHONING COUNTY AUDITOR

200900021070
Filed for Record in
MAHONING COUNTY, OHIO
NORALYNN PALERMO, RECORDER
08-18-2009 At 08:21 am.
DEED 28.00
OR Book 5818 Page 832 - 833

QUIT CLAIM DEED

MANUEL M. KASARIS and PATRICIA J. KASARIS, married to each other (the "Grantors"), for valuable consideration paid, grants to JOHN PATRICK and DANIEL KASARIS, as TRUSTEES of the KASARIS FAMILY TRUST dated July 1, 2009, whose tax-mailing address is 2414 Hamilton Avenue, Poland, Ohio 44145, all of their rights, title and interests to the real property commonly known as 2414 Hamilton Avenue, Poland, Ohio 44145 and more fully described on the attached Exhibit A

Permanent Parcel No.

Prior Instrument Reference:

Executed this 13 day of July, 2009.

Manuel M. KASARIS
MANUEL M. KASARIS

Patricia J. KASARIS
PATRICIA J. KASARIS

THE STATE OF OHIO)
) ss:
COUNTY OF MAHONING)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named MANUEL M. KASARIS and PATRICIA J. KASARIS, who acknowledged that they 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 Poland, Ohio, this 13 day of July, 2009.


Notary Public

This Instrument Prepared By:
Reminger Co., LPA
John Patrick, Esq.
1400 Midland Building
101 Prospect Avenue, West
Cleveland, Ohio 44115
(216) 687-1311



JOHN PATRICK,
Attorney at Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.06 O.R.C.

EXHIBIT A

Situated in the township of Poland, County of Mahoning and State of Ohio: and known as being Lot Number Three Hundred Fifty (350) in Gensler Subdivision Division "M" Lyon Park Plat, as recorded in Volume 29 of Plats, Page 44, Mahoning County Records. Said lot has a frontage of Sixty and Six Hundredths (60.06) feet on the north line of Hamilton Drive and extends back on its east line One Hundred Eighty-two and Thirty-two Hundredths (182.32) feet, having a rear line of Sixty (60) feet, as appears by said plat, subject to all legal highways.

RECEIVED - 3446
RECEIVED # 3446

10-21-10

M. Tate

Deputy

201000023854
Filed for Record in
MAHONING COUNTY, OHIO
NORALYNN PALERMO, RECORDER
10-21-2010 At 02:03 PM.
DEED 48.00
OR Book 5877 Page 2116 - 2117

QUIT CLAIM DEED

JOHN PATRICK, Trustee of the KASARIS FAMILY TRUST dated July 1, 2009 (the "Grantors"), for valuable consideration paid, grants to MANUEL M. KASARIS and PATRICIA J. KASARIS, married, as joint tenants with rights of survivorship, whose tax-mailing address is 2414 Hamilton Avenue, Poland, Ohio 44145, all of Grantor's right, title and interest to the real property commonly known as 2414 Hamilton Avenue, Poland, Ohio 44145 and more fully described on the attached Exhibit A

Permanent Parcel No. 35-003-0-082.00-0

Prior Instrument Reference:

Executed this 20 day of October, 2010.

[Handwritten Signature]
John Patrick, Trustee

THE STATE OF OHIO)
)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named JOHN PATRICK, Trustee of the KASARIS FAMILY TRUST dated July 1, 2009, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 20th day of October, 2010.

[Handwritten Signature]
Notary Public

This Instrument Prepared By:
Reminger Co., LPA
John Patrick, Esq.
1400 Midland Building
101 Prospect Avenue, West
Cleveland, Ohio 44115
(216) 687-1311



GREGORY C. JOHNSON
Attorney At Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.

EXHIBIT A

Situated in the township of Poland, County of Mahoning and State of Ohio: and known as being Lot Number Three Hundred Fifty (350) in Gensler Subdivision Division "M" Lyon Park Plat, as recorded in Volume 29 of Plats, Page 44, Mahoning County Records. Said lot has a frontage of Sixty and Six Hundredths (60.06) feet on the north line of Hamilton Drive and extends back on its east line One Hundred Eighty-two and Thirty-two Hundredths (182.32) feet, having a rear line of Sixty (60) feet, as appears by said plat, subject to all legal highways.

201000025093
 Filed for Record in
 MAHONING COUNTY, OHIO
 NORALYNN PALERMO, RECORDER
 11-04-2010 At 12:04 PM.
 MORTGAGE 100.00
 OR Book 5880 Page 472 - 482

————— [Space Above This Line For Recording Data] —————

When Recorded Mail To:

**GENERATION
 MORTGAGE COMPANY
 3 PIEDMONT CENTER - 3565 PIEDMONT ROAD, SUITE 300
 ATLANTA, GA 30305**

Cleveland Home Title, Ltd.
 13001 Athens Avenue Suite #200
 Lakewood, OH 44107

3918

State of Ohio

FHA Case No. 412-6867191-951

Loan No. 2061007078

MERS MIN 100916420610070782

**CLOSED-END FIXED RATE
 HOME EQUITY CONVERSION SECOND MORTGAGE**

THIS MORTGAGE ("Security Instrument" or "Second Security Instrument") is given on
OCTOBER 26, 2010. The mortgagor is
**MANUEL M. KASARIS AND PATRICIA J. KASARIS, MARRIED, AS JOINT
 TENANTS WITH RIGHTS OF SURVIVORSHIP**

whose address is **2414 HAMILTON AVE.**

POLAND, OHIO 44514-1731

is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, S.W., Washington, DC 20410 ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED AND NO /100**

Dollars (U.S. \$ **115,500.00**); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the

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P. J. K

EXHIBIT A

PROPERTY DESCRIPTION

Situated in the Township of Poland, County of Mahoning and State of Ohio: And known as being Lot Number Three Hundred Fifty (350) in Gensler Subdivision Division "M" Lyon Park Plat, as recorded in Volume 29 of Plats, Page 44, Mahoning County Records.

2414 Hamilton Avenue
Poland, Ohio 44514

PPN:350030082000

2061007078

Second Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **JULY 18, 2093**. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in and being the same Property conveyed to Borrower by that certain _____ recorded in Volume _____, Page _____, of this _____ Office in **MAHONING** County, Ohio:

See Attached Exhibit A

which has the address of **2414 HAMILTON AVE.**

POLAND , **OHIO** **44514-1731** ("Property Address");
 [Street] [City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in

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existence or subsequently erected, against loss by floods to the extent required by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts

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disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary for the Home Equity Conversion Mortgage Insurance Program.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property); or
- (iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (iv) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (v) An obligation of the Borrower under this Security Instrument is not performed.

(b) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in Paragraph 9(a)(ii)-(v) occur.

(c) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii)-(v). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(d) Trusts. Conveyance of Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower,

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shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 13 (a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender

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may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to First Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower also has executed a First Note and First Security Instrument.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the First Note unless:

- (i) The First Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 13.

(e) **Restrictions on Enforcement.** Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Secretary shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Secretary. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

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17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Second Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19, except as provided in the First Security Instrument.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, costs of title evidence.

21. Lien Priority. The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Certain Other Advances. In addition to any other sum secured hereby, this Security Instrument, shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, MAHONING County, Ohio, for recording.

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Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Paragraph 23 to acknowledge, affirm and comply with the provision of § 5301.233 of the Revised Code of Ohio.

24. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower, as well as Loan Advances for interest, MIP, Servicing Fees, and other charges, shall be obligatory.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

Condominium Rider

Planned Unit Development Rider

Other (Specify)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Manuel M Kasaris
MANUEL M. KASARIS

(Seal)

- Borrower

Patricia J. Kasaris
PATRICIA J. KASARIS

(Seal)

- Borrower

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[Space Below This Line For Acknowledgment]

State of OHIO

County of MARIONThe foregoing instrument was acknowledged before me this 26th October 2010 (date) by
MANUEL M. KASARIS AND PATRICIA J. KASARIS, Husband and wife

(name of person acknowledged).



RANDELL G. REYNOLDS
NOTARY PUBLIC
STATE OF OHIO
Recorded in Lorain Cty.
My Comm. Exp. 1/1/2012

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

RandellNotary Public

This Instrument was prepared by:

BRIAN A. COLE & ASSOCIATES, LTD
13001 ATHENS AVE. SUITE 250
LAKEWOOD, OH 44107

MMKP.J.K

201000025094
 Filed for Record in
 MAHONING COUNTY, OHIO
 NORALYNN PALERMO, RECORDER
 11-04-2010 At 12:04 PM.
 MORTGAGE 100.00
 OR Book 5880 Page 483 - 493

— [Space Above This Line For Recording Data] —

When Recorded Mail To:

**GENERATION
 MORTGAGE COMPANY
 3 PIEDMONT CENTER - 3565 PIEDMONT ROAD, SUITE 300
 ATLANTA, GA 30305**

Cleveland Home Title, Ltd.
 13001 Athens Avenue Suite #200
 Lakewood, OH 44107

3918

State of Ohio

FHA Case No. 412-6867191-951
 Loan No. 2061007078
 MERS MIN 100916420610070782

**CLOSED-END FIXED RATE
 HOME EQUITY CONVERSION MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 26, 2010**. The mortgagor is **MANUEL M. KASARIS AND PATRICIA J. KASARIS, MARRIED, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP**

whose address is **2414 HAMILTON AVE.**

POLAND, OHIO 44514-1731

("Borrower").

This Security Instrument is given to **Mortgage Electronic Registration Systems, Inc. ("MERS")** as mortgagee, which is organized and existing under the laws of Delaware, and whose address is P.O. Box 2026, Flint, MI, 48501-2026, Tel. (888) 679-MERS.

BRIAN A. COLE & ASSOCIATES, LTD

("Lender")

is organized and existing under the laws of **THE STATE OF OHIO**
13001 ATHENS AVE. SUITE 250, LAKEWOOD, OH 44107

, and has an address of

Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the maximum principal amount of **ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED AND NO /100**

m M R

P. J. K.

EXHIBIT A
PROPERTY DESCRIPTION

Situated in the Township of Poland, County of Mahoning and State of Ohio: And known as being Lot Number Three Hundred Fifty (350) in Gensler Subdivision Division "M" Lyon Park Plat, as recorded in Volume 29 of Plats, Page 44, Mahoning County Records.

2414 Hamilton Avenue
Poland, Ohio 44514

PPN:350030082000

05880 10485

2061007078

Dollars (U.S. \$ **115,500.00**); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **JULY 18, 2093**. For this purpose, Borrower does hereby mortgage, grant and convey to MERS and to the successors and assigns of MERS the following described property located in and being the same Property conveyed to Borrower by that certain _____ recorded in Volume _____, Page _____ of the _____ Office in **MAHONING** County, Ohio:

See Attached Exhibit A

which has the address of **2414 HAMILTON AVE.**

POLAND , **OHIO** [Street]
 [City] [State] **44514-1731** ("Property Address");
 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

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3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy,

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for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have

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the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within **SIXTY DAYS** from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **SIXTY DAYS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. **Lien Status.**

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan

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advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b) (i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

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(d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

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20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, costs of title evidence.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Certain Other Advances. In addition to any other sum secured hereby, this Security Instrument, shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, MAHONING County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Paragraph 23 to acknowledge, affirm and comply with the provision of § 5301.233 of the Revised Code of Ohio.

24. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower, as well as Loan Advances for interest, MIP, Servicing Fees, and other charges, shall be obligatory.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

Condominium Rider

Planned Unit Development Rider

Other (Specify)

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26. Nominee Capacity of MERS. MERS serves as mortgagee of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Mortgage. Subject to the foregoing, all references herein to "Mortgagee" shall include Lender and its successors and assigns.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Manuel M. Kasaris
MANUEL M. KASARIS

(Seal)
- Borrower

Patricia J. Kasaris
PATRICIA J. KASARIS

(Seal)
- Borrower

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[Space Below This Line For Acknowledgment]

State of OHIO

County of MAHONINGThe foregoing instrument was acknowledged before me this 26th October 2010 (date) by
MANUEL M. KASARIS AND PATRICIA J. KASARIS Husband and wife

(name of person acknowledged).

RANDELL G. REYNOLDS
NOTARY PUBLIC
STATE OF OHIO
Recorded in Lorain Cty.
My Comm. Exp. 1/1/2012

Randell G. Reynolds
(Signature of person taking acknowledgment)

Notary Public
(Title or rank)

(Serial number, if any)

This Instrument was prepared by:

BRIAN A. COLE & ASSOCIATES, LTD
13001 ATHENS AVE. SUITE 250
LAKEWOOD, OH 44107

M. M. K.P. J. K.

201000026633
 Filed for Record in
 MAHONING COUNTY, OHIO
 MIRALYNN PALERMO, RECORDER
 11-22-2010 At 02:01 PM.
 REL/MTGE 32.00
 DR Book 5882 Page 2444 - 2444

Recording Requested By: PNC BANK NATIONAL ASSOCIATION
 When Recorded Return To: PNC BANK, LENDING SERVICES 01-7101 PO BOX 5570, CLEVELAND,
 OH 44197



CERTIFICATE OF RELEASE

PNC BANK NATIONAL ASSOCIATION #:xxxxxxxxxx019121 "KASARIS" Mahoning, Ohio
 KNOW ALL MEN BY THESE PRESENTS that PNC BANK, NATIONAL ASSOCIATION, AS
 SUCCESSOR BY MERGER TO NATIONAL CITY BANK SUCCESSOR BY MERGER TO NATIONAL
 CITY BANK, NORTHEAST holder of a certain Mortgage, to secure the payment of \$20,000.00 whose
 parties, dates and recording information are below, does hereby acknowledge that it has received full
 payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge
 said Mortgage :

Original Mortgagor: MANUEL M. KASARIS AKA MANUEL M KOUTSOURAIS AND PATRICIA J.
 KASARIS AKA PATRICIA J KOUTSOURAIS, MARRIED

Original Mortgagee: NATIONAL CITY BANK, NORTHEAST

Dated: 05/09/1997 Recorded: 05/13/1997 in Book/Reel/Liber: 3239 Page/Folio: 160 as Instrument
 No.: 9700015659, in the County of Mahoning State of Ohio

Property Address: 2414 HAMILTON AVENUE, POLAND, OH 445154

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the
 foregoing instrument.

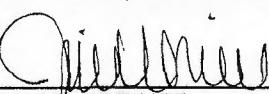
PNC BANK, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER TO NATIONAL CITY BANK
 SUCCESSOR BY MERGER TO NATIONAL CITY BANK, NORTHEAST
 On November 17th, 2010

By: 
 Rebecca Ortiz, Authorized Representative

STATE OF Ohio
 COUNTY OF Cuyahoga

On November 17th, 2010, before me, JILLIAN GREINER, a Notary Public in and for Cuyahoga in the
 State of Ohio, personally appeared Rebecca Ortiz, Authorized Representative, personally known to me
 (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
 his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or
 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,


 JILLIAN GREINER
 Notary Expires: 05/06/2012



JILLIAN GREINER
 Notary Public
 State of Ohio
 My Commission Exp. (This area for notarial seal)
 5-6-2012

Prepared By: Ward, Debbie, PNC BANK NATIONAL ASSOCIATION PO BOX 5570, LOC 7101,
 CLEVELAND, OH 44197 (866)622-4257

*DJW*XD JW631*11/17/2010 11:39:03 AM* NTCC01NTCC0000000000000000557891* OHMAHON*
 xxxxxxxxx019121 OHSTATE_MORT_REL *DJW*XD JW631*

This Conveyance has Complied with Section 315.202

Fee \$ 3377 Receipt# 3377

Permit/Use Tax _____

Exempt _____

Date 9/10/13

By _____

Deputy _____

John Patrick
Mahoning
County Sheriff

201300026589
Filed for Record in
MAHONING COUNTY, OHIO
NORALYNN PALERMO, RECORDER
09-10-2013 At 03:52 pm.
AFF SURV 40.00
OR Book 6049 Page 893 - 895

**AFFIDAVIT OF SURVIVING SPOUSE OR JOINT SURVIVOR
(R.C. 5302.17)**

STATE OF OHIO)
)
COUNTY OF MAHONING)ss
)

PATRICA J. KASARIS, being first duly sworn, deposes and says as follows:

1. That PATRICA J. KASARIS and MANUEL M. KASARIS are titled as the joint owners with rights of survivorship of property under a duly recorded Deed dated October 20, 2010 and filed for record on October 21, 2010 with the Mahoning County Recorder as Instrument 2010 00023854 in Volume 005877, Page 2116.
2. That the property is located and known as 2414 Hamilton Avenue Poland, Ohio 44514.

And is further described on the attached Exhibit A.

Parcel No. 35-003-0-082-00-0

3. That MANUEL M. KASARIS, died on October 18th 2012; a death certificate has been issued and is attached hereto.
4. That by virtue of the death of MANUEL M. KASARIS, PATRICA J. KASARIS is the fee simple owner of the above-described property and requests that this fact be reflected on the land and tax records of Mahoning County.

Patricia J. Kasaris
Patricia J. Kasaris

Sworn to before me, and subscribed in my presence this 21st day of August, 2013.



Prepared by:
REMINGER CO. LPA
John Patrick, Attorney at Law
101 W. Prospect Avenue, Ste. 1400
Cleveland, Ohio 44115



JOHN PATRICK,
Attorney at Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.

EXHIBIT A

Situated in the township of Poland, County of Mahoning and State of Ohio: and known as being Lot Number Three Hundred Fifty (350) in Gensler Subdivision Division "M" Lyon Park Plat, as recorded in Volume 29 of Plats, Page 44, Mahoning County Records. Said lot has a frontage of Sixty and Six Hundredths (60.06) feet on the north line of Hamilton Drive and extends back on its east line One Hundred Eighty-two and Thirty-two Hundredths (182.32) feet, having a rear line of Sixty (60) feet, as appears by said plat, subject to all legal highways.

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1. Decedent's Legal Name (Include AKA's if any) (First, Middle, LAST, suffix) MANUEL M KASARIS							2 Sex Male	3. Date of Death (Mo/Day/Year) October 18, 2012
DECEDENT	4. Social Security Number 69	5a. Age (Years) 69	5b. Under 1 Year Months 0	5c. Under 1 day Hours 0	5d. Under 1 minute Minutes 0	6. Date of Birth (Mo/Day/Year) July 18, 1943	7. Birthplace (City and State or Foreign Country) CAMPBELL, OHIO	
	8a. Residence State OHIO	8b. County MAHONING	8c. City or Town POLAND	8d. Apt No. 44514	8e. Zipcode 44514	8f. Inside City Limits? Yes		
9. Ever in US Armed Forces? 10. Marital Status at Time of Death Yes Married							11. Surviving Spouse's Name (If wife, give name prior to first marriage) PATRICIA LOGAN	
12. Decedent's Education COLLEGE, BUT NO DEGREE							13. Decedent of Hispanic Origin No	
14. Decedent's Race White							15. Father's Name MICHAEL KOUTSOURAIS	
16. Mother's Name (prior to first marriage) EVDOXIA KASARIS							17a. Informant's Name PATRICIA KASARIS	
17b. Relationship to Decedent Wife							17c. Mailing Address (Street and Number, City, State, Zip Code) 2414 Hamilton Ave. POLAND, OH 44514	
18a. Place of Death NonHospital - Hospice Facility							18b. Facility Name (If not institution, give street & number) HOSPICE HOUSE	
18c. City or Town, State and Zip Code POLAND, OH 44514							18d. County of Death: MAHONING	
19. Signature of Funeral Service Licensee or Other Agent Signature							20. License Number (of licensee) 008722	
21. Name and Complete Address of Funeral Facility WASKO FUNERAL HOME							22. Method of Disposition Burial	
23. Registrar's Signature Signature							24. Date Filed 10/30/2012	
25a. Name of Person Issuing Burial Permit BISHOP, ERIN							25b. District No. 5000	
25c. Date Burial Permit Issued October 22, 2012							26d. Was case referred to coroner? No	
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death MASHBURN, MEDFORD BENNY, 9803 Sharrott Road POLAND, OH 44514							28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.	
							Approximate Interval Between Onset and Death	
a. Metastatic GASTRIC CARCINOMA							months	
b. Due to (or as Consequence of)								
c. Due to (or as Consequence of)								
d. Due to (or as Consequence of)								
30. Did Tobacco Use Contribute to Death? Yes Unknown No Probably							31. If Female, Pregnancy Status Not pregnant within past year Pregnant at time of death Not pregnant, but pregnant within	

201300031931
 Filed for Record in
 MAHONING COUNTY, OHIO
 NORALYNN PALERMO, RECORDER
 11-05-2013 At 02:42 pm.
 TFR DES AFF 32.00
 OR Book 6058 Page 1213 - 1214

TRANSFER ON DEATH DESIGNATION AFFIDAVIT
 [RC 5302.22]

PATRICIA J. KASARIS, Owner, widowed and not remarried, now owner of record of the real property located at 2414 Hamilton Avenue, Poland, Ohio 44115 as recorded as Instrument 201300026589 of Mahoning County deed records (hereinafter, the "Property") and as further described on the attached Exhibit A:

Permanent Parcel No. 35-003-0-082-00-0

OR 60049 f. 893

hereby designates the following as transfer on death beneficiary to receive the Owner's title to the Property upon the death of said Owner:

JOHN PATRICK, as Trustee (or any other successor Trustee then serving) of THE KASARIS FAMILY TRUST, dated March 27, 2013.

This Affidavit revokes any prior transfer on death beneficiary designation by Owner for the Property, whether by deed or by affidavit.

Executed on March 22, 2013.

Patricia J. Kasaris
 Patricia J. Kasaris

STATE OF OHIO)
) ss:
 COUNTY OF MAHONING)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named PATRICIA J. KASARIS, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Youngstown, Ohio, this 22 day of March, 2013.

August

This Instrument Prepared By:
 John Patrick, Esq.
 REMINGER CO., LPA
 101 W. Prospect Avenue, Ste. 1400
 Cleveland, Ohio 44115
 (216) 687-1311

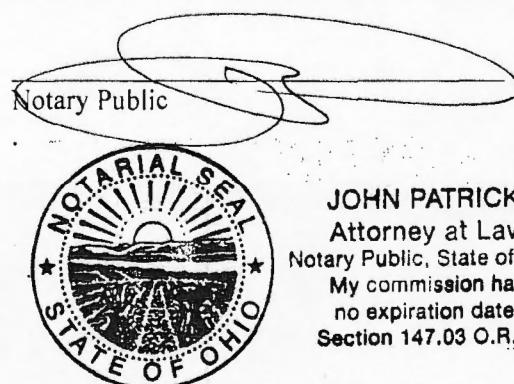


EXHIBIT A

Situated in the township of Poland, County of Mahoning and State of Ohio: and known as being Lot Number Three Hundred Fifty (350) in Gensler Subdivision Division "M" Lyon Park Plat, as recorded in Volume 29 of Plats, Page 44, Mahoning County Records. Said lot has a frontage of Sixty and Six Hundredths (60.06) feet on the north line of Hamilton Drive and extends back on its east line One Hundred Eighty-two and Thirty-two Hundredths (182.32) feet, having a rear line of Sixty (60) feet, as appears by said plat, subject to all legal highways.

After Recording Return to:
Title365
345 Rouser Road, Bldg 5, Ste 101
Coraopolis, PA 15108

201800010326
Filed for Record in
MAHONING COUNTY, OHIO
NORALYNN PALERMO, RECORDER
05-08-2018 At 11:55 am.
SUB/MTGE 40.00
OR Book 6275 Page 853 - 855

FHA Case# 412-6867191-951

Loan# 746223

SCAU20-18000232

SUBORDINATION AGREEMENT

NOTICE THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

The undersigned subordinator and owner agree as follows:

1. **THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT**, whose address is 451 Seventh Street, SW, Washington, DC 20410, referred to herein as "Subordinator", is the owner and holder of the Mortgage dated 10/26/2010, executed by **Manuel M. Kasaris and Patricia J. Kasaris**, securing a maximum principal amount of \$115,500.00, which is recorded on 11/04/2010, under Instrument No. 201000025093, Book No. 5880, Page No. 472-482, in the Official Records of Mahoning County, Ohio.

2. **Brian A. Cole and Associates, Ltd**, whose address is 13001 Athens Ave. Suite 250, Lakewood, OH 44107, referred to herein as "Lender" is the owner and holder of the Mortgage dated 10/26/2010, executed by **Manuel M. Kasaris and Patricia J. Kasaris**, securing a maximum principal amount of \$115,500.00, which is recorded on 11/04/2010, under Instrument No. 201000025094, Book No. 5880, Page No. 483-493, in the Official Records of Mahoning County, Ohio.

The real property situated in said county described as follows: **Exhibit A**

Property address: **2414 Hamilton Ave., Poland, Ohio 44514**
APN #: **35-003-0-082.00-0**

Manuel M. Kasaris and Patricia J. Kasaris referred herein as "borrower", is the owner of all real property described in the Mortgage identified above in paragraph 2.

"Subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in paragraph 1 above to the lien of "lender's" mortgage, identified in paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.

Mortgagor: **Manuel M. Kasaris and Patricia J. Kasaris**

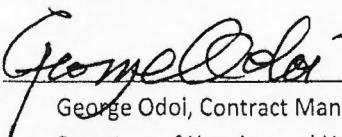
FHA Case: 412-6867191-951

In Witness Whereof, the undersigned, George Odoi, Novad Management Consulting, LLC attorney-in-fact for the Secretary of Housing and Urban Development, has hereunto set his hand for and behalf of said Secretary.

*PON Recorded 12/12/14
INSTR H201400028468
Vol 006110 Pg 1751

Department of Housing and Urban Development

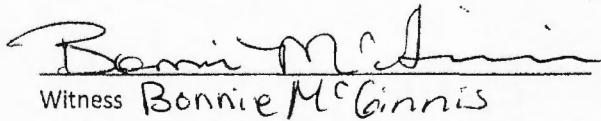
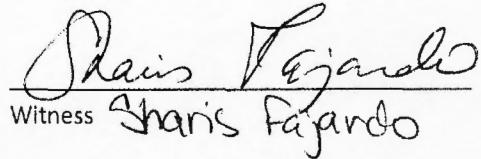
By:



George Odoi, Contract Manager

Secretary of Housing and Urban Development

by Novad Management Consulting, LLC attorney-in-fact

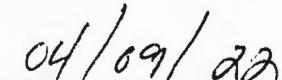
Date: April 24th 2018

Witness Bonnie McGinnis

Witness Sharis Fajardo

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)
)

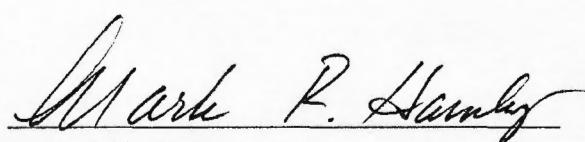
SS:

On the 24th day of April in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared, George Odoi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.



My Commission Expires



Notary Public Signature

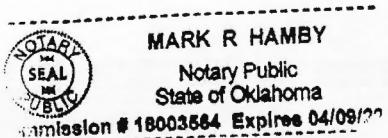


EXHIBIT A

PROPERTY DESCRIPTION

Situated in the Township of Poland, County of Mahoning and State of Ohio: And known as being Lot Number Three Hundred Fifty (350) in Gensler Subdivision Division "M" Lyon Park Plat, as recorded in Volume 29 of Plats, Page 44, Mahoning County Records.

2414 Hamilton Avenue
Poland, Ohio 44514

PPN:350030082000

6316 2597

When Recorded Return To:

Nationstar Mortgage LLC
 C/O Nationwide Title Clearing, Inc. 2100
 Alt. 19 North
 Palm Harbor, FL 34683

201900005040
 Filed for Record in
 MAHONING COUNTY, OHIO
 NORALYNN PALERMO, RECORDER
 03-18-2019 At 01:26 PM.
 ASGT MTGE 32.00
 OR Book 6316 Page 2597 - 2598

**ASSIGNMENT OF MORTGAGE**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR BRIAN A. COLE & ASSOCIATES, LTD, ITS SUCCESSORS AND ASSIGNS** PO BOX 2026, FLINT, MI 48501-2026, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all interest secured thereby, all liens, and any rights due or to become due thereon to **SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WHOSE ADDRESS IS 451 7TH STREET S.W., WASHINGTON, DC 20410, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)**.

Said Mortgage was executed by: **MANUEL M. KASARIS AND PATRICIA J. KASARIS** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR BRIAN A. COLE & ASSOCIATES, LTD, ITS SUCCESSORS AND ASSIGNS** and recorded in Book 5880, Page 483 and Instrument # 201000025094 in the office of the Recorder of MAHONING County, Ohio.

More particularly described as follows (if needed), to wit:

SITUATED IN THE TOWNSHIP OF POLAND, COUNTY OF MAHONING AND STATE OF OHIO: AND KNOWN AS BEING LOT NUMBER THREE HUNDRED FIFTY (350) IN GENSELR SUBDIVISION, DIVISION "M" LYON PARK PLAT, AS RECORDED IN VOLUME 29 OF PLATS, PAGE 44, MAHONING COUNTY RECORDS.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand by its proper officer on 03-18-2019 (MM/DD/YYYY).
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR BRIAN A. COLE & ASSOCIATES, LTD, ITS SUCCESSORS AND ASSIGNS

By: Katelynn Desrosiers
 Katelynn Desrosiers VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

NSBTA 406028158 CHAMP MIN 100916420610070782 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI 48501-2026 DOCR T081903-12:31:04 [C-2] FRMOH1

PAGE 1



D0035963276



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on 3 / 11 /2019 (MM/DD/YYYY), by Katelynn Desrosiers as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR BRIAN A. COLE & ASSOCIATES, LTD, ITS SUCCESSORS AND ASSIGNS, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Ashley Morrell
Ashley Morrell
Notary Public - State of FLORIDA
Commission expires: 04/29/2022



ASHLEY MORRELL
Notary Public - State of Florida
Commission # GG 212021
My Comm. Expires: Apr 29, 2022
Bonded Through National Notary Assn.

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
NSBTA 406028158 CHAMP MIN 100916420610070782 MERS PHONE 1-888-679-6377 MERS Mailing
Address: P.O. Box 2026, Flint, MI 48501-2026 DOCR T081903-12:31:04 [C-2] FRMOH1

PAGE 2



D0035963276

{Sean}

This Conveyance has Complied with Section 315.202

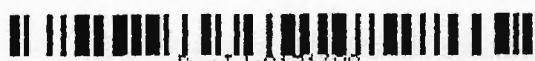
Fee \$ _____ Receipt # 856

Permissive Tax _____

Exempt _____ Date 3/18/2024

By Ralph T. Meacham Deputy

RALPH T. MEACHAM
MAHONING COUNTY AUDITOR



DocId:8171600

Tx:4111292

OR 6615 PG 234

202400004751

Filed for Record in
MAHONING COUNTY, OHIO
NORALYNN PALERMO, RECORDER

03/18/2024 09:03 AM

DEED 34.00
OR Book 6615 Page 234

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That PATRICIA J. KASARIS, widowed and not remarried (the "Grantor") for valuable consideration that is not readily convertible into money paid, grants with general warranty covenants, to JOHN PATRICK as TRUSTEE OF THE KASARIS FAMILY TRUST dated March 27, 2013, (the "Grantee") all of her right, title, and interest in and to the real property described on the attached EXHIBIT A.

Permanent Parcel No: 35-003-0-082-00-0

Prior Instrument Reference: 201300026589 OR 6049 p 893

Tax Mailing Address: 2414 Hamilton Avenue, Poland, Ohio 44115

Executed this 14th day of March 2024.

PATRICIA J. KASARIS

STATE OF OHIO)
)
) ss:
 MAHONING COUNTY)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above-named PATRICIA J. KASARIS, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Youngstown, Ohio, this 14th day of March 2024.

Notary Public

DAN
KASARIS

Attorney At Law
My Commission
Does Not Expire

This Instrument Prepared By:
John Patrick, Esq.
Reminger Co., LPA
200 Public Square, Suite 1200
Cleveland, OH 44114
(216) 687-1311

EXHIBIT A

Situated in the township of Poland, County of Mahoning and State of Ohio: and known as being Lot Number Three Hundred Fifty (350) in Gensler Subdivision Division "M" Lyon Park Plat, as recorded in Volume 29 of Plats, Page 44, Mahoning County Records. Said lot has a frontage of Sixty and Six Hundredths (60.06) feet on the north line of Hamilton Drive and extends back on its east line One Hundred Eighty-two and Thirty-two Hundredths (182.32) feet, having a rear line of Sixty (60) feet, as appears by said plat, subject to all legal highways.