

North Canton City Council  
Finance and Property Committee

Ordinance No. 28 - 2017

An ordinance permitting the City of North Canton to enter into two mortgages in the amounts of \$52,179.00, and \$51,853.00 between the City and McKinley Development Corporation for The Sanctuary No. 3 construction project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:


- Section 1. That the McKinley Development Corporation shall secure two mortgages in the amount of \$52,179.00, and \$51,853.00 by agreeing to be responsible for the installation of sidewalks, and the maintenance of the improvements within the development in accordance with the plans and specifications approved by the City, as more fully described in the deed attached hereto and incorporated herein, thereby guaranteeing the timely installation of necessary public utilities and other improvements as described in the performance bond, and the maintenance bond for The Sanctuary No. 3 construction project.
- Section 2. That the Mayor be, and is hereby authorized to sign the deed for the above-described performance bond and maintenance bonds.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. This ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this 3<sup>rd</sup> day of April 2017

  
David Held, Mayor

SIGNED: 4/7, 2017

ATTEST:

  
Mary Beth Bailey, Clerk of Council

**MORTGAGE DEED**

*Statutory Form Section 5302.12*

**McKINLEY-APPLEGROVE, LTD.**, an Ohio limited liability company, ("Mortgagor"), for FIFTY-ONE THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND NO/100 (\$51,853.00) paid, grants, with mortgage covenants, to the **CITY OF NORTH CANTON**, a municipal corporation of the State of Ohio, ("Mortgagee"), the following real property:

Situated in the City of North Canton, County of Stark and State of Ohio:

Known as and being Lot Number 7101 in said City.

Also known as and being Lot Number 136 in The Sanctuary Phase 3, as the same is set forth in Instrument Number 201607210028127 of the Stark County Official Records.

This Mortgage is given, upon the statutory condition, to secure the payment of FIFTY-ONE THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND NO/100 (\$51,853.00), as provided in the Maintenance Bond of even date.

Statutory condition is defined in Section 5302.14 of the Revised Code and provides generally that if the Mortgagor performs the obligations secured hereby, pays all the taxes and assessments, and does not commit or suffer waste, then this Mortgage shall be void.

NOW, THEREFORE, if the said Mortgagor shall honestly, faithfully, and as expeditiously as possible, construct and install the improvements set forth in the Maintenance Bond executed herewith, then this obligation shall be void; otherwise to remain in full force and effect.

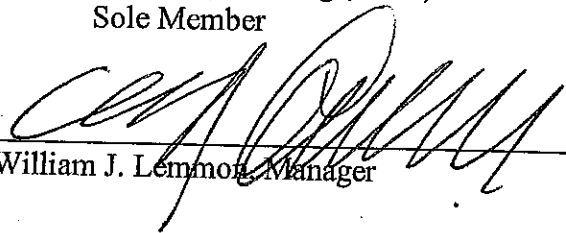
And Mortgagor does hereby pledge itself that, during the life of this Mortgage Deed, it will not dispose of, sell, nor convey its interest(s) in said property without the written consent of the Mortgagee, which shall not be arbitrarily withheld.

Mortgagee can release separate lots as set forth above upon the request of the Mortgagor, from the operation of this Mortgage Deed. To properly release any of the lots, a separate partial Mortgage Release must be signed, witnessed, and executed by the Mayor, duly authorized.

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand this 26 day of January, 2017.

**McKINLEY-APPLEGROVE, LTD.**, an  
Ohio limited liability company

By: McKinley Holdings, LLC, its  
Sole Member

  
\_\_\_\_\_  
William J. Lemmon, Manager

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named William J. Lemmon, a Manager of McKinley Holdings, LLC, the Sole Member of **McKINLEY-APPLEGROVE, LTD.**, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said limited liability company, and the free act and deed of him personally and on behalf of such company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 26 day of January, 2017.

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

This instrument prepared by:

Jamie R. Minor, Esq.  
Winkhart, Rambacher & Griffin  
825 South Main Street  
North Canton, Ohio 44720  
Phone: (330) 433-6700  
Fax: (330) 433-6701



**MOLLY R. RYAN**  
Notary Public, State of Ohio  
My Commission Expires April 29, 2017

**MORTGAGE DEED**

*Statutory Form Section 5302.12*

**McKINLEY-APPLEGROVE, LTD.**, an Ohio limited liability company, (“Mortgagor”), for FIFTY-TWO THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND NO/100 (\$52,179.00) paid, grants, with mortgage covenants, to the **CITY OF NORTH CANTON**, a municipal corporation of the State of Ohio, (“Mortgagee”), the following real property:

Situated in the City of North Canton, County of Stark and State of Ohio:

Known as and being Lot Number 7102 in said City.

Also known as and being Lot Number 137 in The Sanctuary Phase 3, as the same is set forth in Instrument Number 201607210028127 of the Stark County Official Records.

This Mortgage is given, upon the statutory condition, to secure the payment of FIFTY-TWO THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND NO/100 (\$52,179.00), as provided in the Sidewalk Performance Bond of even date.

Statutory condition is defined in Section 5302.14 of the Revised Code and provides generally that if the Mortgagor performs the obligations secured hereby, pays all the taxes and assessments, and does not commit or suffer waste, then this Mortgage shall be void.

NOW, THEREFORE, if Mortgagor shall honestly, faithfully, and as expeditiously as possible, complete the improvements set forth in the Sidewalk Performance Bond executed herewith, then this obligation shall be void; otherwise to remain in full force and effect.

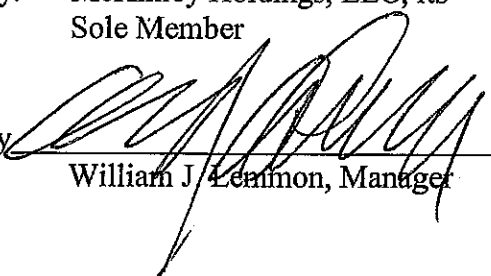
And Mortgagor does hereby pledge itself that, during the life of this Mortgage Deed, it will not dispose of, sell, nor convey its interest(s) in said property without the written consent of Mortgagee, which shall not be arbitrarily withheld.

Mortgagee can release separate lots as set forth above upon the request of the Mortgagor, from the operation of this Mortgage Deed. To properly release any of the lots, a separate partial Mortgage Release must be signed, witnessed, and executed by the Mayor, duly authorized.

IN WITNESS WHEREOF, the Mortgagor hereunto set its hand this 26 day of January, 2017.

**McKINLEY-APPLEGROVE, LTD.**, an  
Ohio limited liability company

By: McKinley Holdings, LLC, its  
Sole Member

By:   
William J. Lemmon, Manager

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named William J. Lemmon, one of the Managers of McKinley Holdings, LLC, the Sole Member of **McKINLEY-APPLEGROVE, LTD.**, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said limited liability company, and the free act and deed of him personally and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 26 day of January, 2017.

  
Notary Public

This instrument prepared by:

Jamie R. Minor, Esq.  
Winkhart, Rambacher & Griffin  
825 South Main Street  
North Canton, Ohio 44720  
Phone: (330) 433-6700  
Fax: (330) 433-6701



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Notary Public, State of Ohio  
My Commission Expires April 29, 2017