



ORDINANCE 2021-003

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT WITH RONALD E. LEININGER AND KENT E. LEININGER TO PURCHASE REAL ESTATE AND DECLARING AN EMERGENCY.

WHEREAS, Council has determined that 0.2 acres, more or less, of real property known as 401 East College Street, Lot 41, Baughman Addition, Jackson Center, Ohio, and further depicted on Exhibit "A", attached hereto (the "Property"), Shelby County Tax Parcel No. 20-06-10-466-001, is owned by Ronald E. Leininger and Kent E. Leininger and the Property should be purchased by the Village for a public purpose; and

WHEREAS, the Property shall be purchased as outlined herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF JACKSON CENTER, THE STATE OF OHIO:

SECTION 1.

It is hereby determined the Property owned by Ronald E. Leininger and Kent E. Leininger as stated in the attached Exhibit A is required by the Village for public purposes, and shall be purchased by the Village from Ronald E. Leininger and Kent E. Leininger. The Village Administrator is hereby authorized to execute a Real Estate Purchase Agreement on behalf of the Village to purchase the Property from Ronald E. Leininger and Kent E. Leininger. A copy of said Real Estate Purchase Agreement is attached hereto as Exhibit "B".

SECTION 2.

It is further determined that purchase of the Property by the Village will promote the welfare of the citizens of the Village, and assist in the development of commercial activities to the benefit of the citizens of said Village, enable residential and commercial construction, and provide additional opportunities for residents' gainful employment and housing.

SECTION 3.

That the Village Administrator is hereby authorized to execute any closing documents necessary on behalf of the Village and to deliver the purchase price proceeds to Ronald E. Leininger and Kent E. Leininger at Closing for the Property on behalf of the Village.

SECTION 4.

Council hereby declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare; such emergency arising out of the necessity to purchase the Property to promote timely commercial and residential growth and development by providing updated electrical services; and wherefore this Ordinance shall take effect and be in full force from and after its adoption by Council and approval by the Mayor.

Adopted this 11th day of January, 2021.



Scott Klopfenstein, Mayor

Attest:



Beverly A. Wren, Fiscal Officer

CERTIFICATE OF FISCAL OFFICER AS TO POSTING

I certify that the above Ordinance 2021-003 has been posted as required by law. Posted in the Village Office, Village Website, Allenbaugh Insurance, People's Federal Savings and Loan Association and the Jackson Center Library.

Date of Posting: January 12, 2021.

Signed: 

Beverly A. Wren, Fiscal Officer



Shelby County, OH - Amy L. Berning, Auditor
 (937) 498-7202 -
 aberning@shelbycountyauditors.com



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[Click here for Legal Disclaimer](#)

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into this 23RD day of December, 2020 ("Effective Date"), by and between Ronald E. Leininger ("Ronald"), and Kent E. Leininger, ("Kent"), P.O. Box 538 Jackson Center, Ohio 45334-0538, hereinafter referred to collectively as "Seller"; and The Village of Jackson Center, Ohio, an Ohio municipal corporation, P.O. Box 819, Jackson Center, Ohio 45334, hereinafter referred to as "Purchaser".

1. DESCRIPTION OF REAL ESTATE: Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller real property located at 401 E. College Street, Jackson Center, Ohio, known as Lot 41, Baughman's Addition, Jackson Center, Shelby County, Ohio, Tax Parcel Number 20-06-10-466-001, and further depicted on Exhibit A attached hereto (the "Property").

2. DESCRIPTION OF CHATTELS: Chattels included as a part of this Agreement are: all buildings, improvements and fixtures. Personal equipment and machinery owned by Seller and currently located on the Property are not included in this Agreement.

3. PURCHASE PRICE: The purchase price for the Property is One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("Purchase Price"), with two-thirds (2/3's) of all payments due and payable to Kent and one-third (1/3) of all payments due and payable to Ronald. The Purchase Price is payable by Purchaser to Seller as outlined herein:

a. \$40,000.00 to be paid to Seller at Closing, as defined herein, subject to prorations and other credits provided for in this Agreement;

b. \$60,000.00 to be paid to Seller on or before January 31, 2022. This amount due shall be evidenced by a Promissory Note ("Note") in favor of Seller and secured by a Mortgage on the Property, said Note and Mortgage to be executed by Purchaser at Closing. The Note shall bear interest at the rate of 2% per annum. The principal and interest shall be paid to Seller pursuant to the Note. See copies of the Note and Mortgage to be signed at Closing attached as Exhibit B.

4. CONDITIONS OF COMPLETION AND DUE DILIGENCE PERIOD: This Agreement shall legally bind the parties to the performance of the terms and conditions contained herein, subject to the following conditions ("Conditions"). Purchaser shall have thirty (30) days after the Effective Date to satisfy its Conditions ("Due Diligence Period"). Should Purchaser determine during the Due Diligence Period that Purchaser does not desire to purchase the Property, then Purchaser may terminate this Agreement prior to the expiration of the Due Diligence Period by delivering written notice to Seller of Purchaser's desire to terminate this Agreement. Thereupon, this Agreement shall become null, void and of no further effect, and the parties shall be relieved of all obligations hereunder. Should Purchaser not timely deliver its notice, then this Agreement shall continue in full force and effect, and Purchaser shall be deemed to have accepted the condition of the Property and irrevocably waived its right to terminate this Agreement for any reason, other than for Seller's subsequent default hereunder.

a. Survey and Title: (i) Survey. Prior to the expiration of the Due Diligence Period, Purchaser shall, at its sole cost and expense, cause an Ohio licensed surveyor to prepare a survey and legal description of the Property (the "Survey"),

Purchaser shall provide a copy of the Survey and legal description to Seller. In Purchaser's sole discretion, Purchaser shall have until the expiration of the Due Diligence Period to approve the Survey or to notify Seller in writing of its objections thereto, if any (the "Survey Objections"). Purchaser's failure to timely provide Survey Objections to Seller shall be deemed a waiver of Purchaser's right to object to any matters related to survey. If Purchaser raises any Survey Objections, then Seller may, but shall have no obligation, to cure and remove such Survey Objections on or before the Closing Date at Seller's expense. If Seller notifies Purchaser ("Seller's Survey Notification") that Seller is unwilling or unable to cure the Survey Objections on or before the Closing Date, then Seller shall not be in default hereunder, and Purchaser shall have as its sole and exclusive remedy, the option to (i) terminate this Agreement by providing Seller with written notice of its intent to do so no later than the earlier of five (5) days after Purchaser's receipt of Seller's Survey Notification or the Closing Date (failure to timely provide such notice to Seller shall be deemed a waiver of Purchaser's right to terminate under this Section 4(a)), or (ii) waive such defects and proceed to close the transactions contemplated herein, accepting the Property as it then is and without setoff or reduction in the Purchase Price. In the event Purchaser shall timely elect to terminate because of an uncured Survey Objection, the parties hereto shall be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

(ii) Title. Prior to the expiration of the Due Diligence Period, Purchaser may, at its sole cost and expense, conduct a title examination of the Property and obtain a commitment or binder for issuance of an owner's title insurance policy issued by a title insurance company of Purchaser's choice, if any. In Purchaser's sole discretion, Purchaser shall have until the expiration of the Due Diligence Period to provide Seller with written notice of Purchaser's objections to the title of the Property, if any (the "Title Objections"). Purchaser's failure to timely provide Title Objections to Seller shall be deemed a waiver of Purchaser's right to object to any matters related to the title to the Property. If Purchaser raises any Title Objections, then Seller may, but shall have no obligation, to cure and remove such Title Objections on or before the Closing Date at Seller's expense. If Seller notifies Purchaser ("Seller's Title Notification") that Seller is unwilling or unable to cure the Title Objections on or before the Closing Date, then Seller shall not be in default hereunder, and Purchaser shall have as its sole and exclusive remedy, the option to (i) terminate this Agreement by providing Seller with written notice of its intent to do so no later than the earlier of five (5) days after Purchaser's receipt of Seller's Title Notification or the Closing Date (failure to timely provide such notice to Seller shall be deemed a waiver of Purchaser's right to terminate under this Section 4(a)), or (ii) waive such defects and proceed to close the transactions contemplated herein, accepting title to the Property as it then is and without setoff or reduction in the Purchase Price. In the event Purchaser shall timely elect to terminate because of an uncured Title Objection, then Seller shall return the Deposit, if any, to Purchaser, and the parties hereto shall be relieved of all rights and obligations hereunder,

except for those rights and obligations which expressly survive the termination of this Agreement.

- b. Environmental Inspections: Purchaser, in its sole discretion, and at its own expense, may obtain one or more inspections of the environmental conditions of the Property, which may include, without limitation, Phase I and/or Phase II environmental inspections, groundwater sampling, and testing for asbestos, radon, and PCB's, all conducted in accordance with ASTM standards.
- c. Zoning and Permits: Purchaser, in its sole discretion, and at its own expense, must have obtained or be satisfied that it can obtain: (i) all necessary zoning approvals; (ii) all necessary permits and governmental approvals for Purchaser's intended use of the Property; and (iii) all other approvals, tests or requirements necessary to assure the commercially viable completion of Purchaser's intended use.
- d. Village Council: Purchaser must have obtained approval from The Village of Jackson Center, Ohio, Council to purchase the Property on substantially the same terms and conditions as contained herein.
- e. Utilities: Purchaser, in its sole discretion, and at its own expense, must be satisfied that electricity, gas, water, sanitary sewer, storm drains, telephone and other utilities are available at certain locations on the Property in amounts sufficient for Purchaser's use of the Property, or that such utilities can be brought to this location at an acceptable cost.
- f. Soil Testing: Purchaser, in its sole discretion, and at its own expense, may obtain soil tests and engineering studies (including soil, subsoil and groundwater investigations) demonstrating that the Property is suitable for Purchaser's intended use and that it does not contain "wetlands soil" as defined by the Army Corps of Engineers and the Ohio Department of Natural Resources. Remediation of any wetlands soil shall be performed at Purchaser's own expense.

5. TAXES AND ASSESSMENTS: It is understood and agreed that all taxes and assessments levied against the Property for the year 2020 payable in 2021 shall be paid by Seller to the Shelby County Treasurer at Closing. There shall be no proration of taxes at Closing for the year 2021. Purchaser shall be responsible for payment of all taxes and assessments levied against the Property from January 1, 2021, and thereafter.

6. CLOSING AND CLOSING COSTS: The closing of this transaction shall occur on or before January 29, 2021 ("Closing"), or within ten (10) days thereafter. Purchaser shall be responsible for all closing costs including (i) deed preparation and other documents to be delivered by Seller; (ii) closing fee; (iii) survey; (iv) title search and title insurance commitment and policy; and (v) recording costs. This transaction is exempt from transfer taxes payable to the Shelby County Auditor since Purchaser is an Ohio municipal corporation. Seller shall be responsible for their own legal fees, if any.

7. POSSESSION: Purchaser shall be entitled to possession of the Property upon payment of the purchase price at Closing, subject to the rights of Seller and the terms and conditions described in Paragraph 10 herein.

8. ACCESS TO PROPERTY PRIOR TO CLOSING: From and after the date of this Agreement, Purchaser and its consultants and agents will have the continuing right to enter the Property to make surveys and conduct any testing and inspections Purchaser determines may be necessary. However, Purchaser will not have the right to enter any improvements on the Property without reasonable advance notice to Seller. In exchange for this right of entry, Purchaser will: (i) conduct all inspections, testing, studies and investigations at Purchaser's sole risk and expense; (ii) restore the Property to substantially the same condition as before Purchaser's investigations; and (iii) indemnify and hold Seller harmless from any claim or damages arising out of any personal injury or property damage caused to the Property or caused by or occurring to Purchaser or its consultants and agents at the Property.

9. SELLER DOCUMENTS: Seller shall deliver the following at Closing: (i) Settlement Statement; (ii) subject to Purchaser's Title Objections, a good and sufficient Warranty Deed, conveying marketable title, free of all encumbrances and liens, but subject to all covenants, conditions and restrictions of record; (iii) an affidavit in standard form to assure Purchaser that there are no mechanic's liens or rights to mechanic's liens for the Property; (iv) the conveyance exemption form for the Shelby County Auditor; and (v) evidence of liability and casualty insurance on its personal property and equipment as described below, with Purchaser named as an additional insured.

10. STORAGE OF EQUIPMENT AND TOOLS; ACCESS BY SELLER: Seller shall be permitted to store the tractor and wood currently located inside the building on the Property for no charge until the payment of the Note, or January 31, 2022, whichever is later. Purchaser also acknowledges Seller is storing decorations used for Memorial Park in the shop area. Upon written notice to Seller, Purchaser may request Seller to remove the decorations within sixty (60) days of the notice. Seller has certain woodworking equipment and supplies in the building located behind the padlocked door in the unused shop area, which Purchaser agrees may remain in the shop area until ninety (90) days after the death of both Sellers, or until one (1) of the Seller's acquires the other's interest in the woodworking equipment, whichever is earlier.

Access to and from the building by Seller shall be through the overhead door located on the south end of the Property including access and the right to use the keypad. This overhead door and keypad shall be maintained by Purchaser after the date of Closing, but accessible to Sellers as outlined herein. The inside door to the shop area is currently padlocked and said door and padlock shall be maintained by the Sellers. Sellers shall have the right of ingress, egress and parking on the Property as reasonably necessary to access their personal property.

Upon expiration of the storage and access rights described herein, Seller shall immediately remove the tractor, wood and/or woodworking equipment and supplies at their expense. The rights and responsibilities outlined in this paragraph shall survive Closing.

11. RISK OF LOSS: Seller agrees to keep its insurance in force until Purchaser completes this transaction and Seller delivers its deed to Purchaser. Any insurance proceeds from loss to Property shall be paid to Seller and credited toward the balance due of the purchase price. Purchaser shall have the option to void this Agreement in the event of loss. In the event the insurance proceeds are in excess of the balance due from Purchaser, then this Agreement is automatically void.

12. INSURANCE/INDEMNIFICATION: Seller shall insure against the loss of their stored equipment and tools at the Property as they desire, and Purchaser shall have no responsibility to insure said stored equipment and tools against loss or liability. Seller shall maintain a general liability policy insuring their continued use of the Property against bodily injury or property damage in the amount of at least \$1,000,000.00 per occurrence. At Closing, and at least annually thereafter, so long as Seller continues to store equipment and tools at the Property, Seller shall furnish Purchaser with a Certificate of Insurance related to said insurance and shall name Purchaser as an additional insured related to said policy. Seller shall notify Purchaser in the event said insurance is cancelled and Purchaser may thereafter purchase an insurance policy to insure against said risk of Seller, at Seller's expense.

Seller agrees to indemnify and save Purchaser harmless from all claims, demands, charges, and alleged causes of action for damage of property or injury to persons (including death resulting therefrom) on the Property arising from the act, or omission to act, of Seller or their, agents, customers, invitees or visitors; and Purchaser agrees to indemnify and save Seller harmless from all claims, demands, charges and alleged causes of action for damage to property or injury to persons (including death resulting therefrom) on the Property arising from the act, or omission to act, of Purchaser or Purchaser's employees, agents, customer, invitees or visitors.

The provisions in this paragraph 12 shall survive Closing.

13. CONDITION OF PROPERTY: Subject to Paragraphs 14 and 15, Purchaser stipulates that it has made a full inspection of the Property and is purchasing the same with full knowledge and understanding as to the condition of the Property without any reliance upon representations being made by Seller or Seller's agent. Purchaser does agree to purchase the Property in "AS-IS" condition, and shall have any inspections necessary to determine the condition of the Property as Purchaser shall desire. Seller will grant Purchaser or Purchaser's agent permission to make any reasonable inspections necessary to satisfy Purchaser in discovering the condition of the Property.

14. ENVIRONMENTAL ASSURANCES: To the best of Seller's knowledge: (i) there are no underground fuel or storage tanks on the Property; (ii) the Property does not contain asbestos, radon or any other substance known or believed by generally accepted authorities to be harmful or injurious to human health or safety; (iii) no "Hazardous Materials" have been generated, stored, released, dumped, disposed of, or leached onto the Property; (iv) Seller is not aware of any environmental condition in the vicinity of the Property that could give rise to an action or liability under Environmental Law; and (v) no other adverse environmental conditions affect the Property. For the purposes of this warranty, the term "**Hazardous Materials**" means all toxic substances, hazardous wastes and substances, explosive, radioactive or other dangerous materials, and any other pollutants of any kind that are regulated under any Environmental Laws. The term "**Environmental Laws**" means any federal, state or local statutes, laws, ordinances, codes, rules,

regulations or orders promulgated for the protection of the environment or human health and safety, or any other "superfund" or "superlien" law, or any other law regulating to or imposing liability or standards of conduct concerning any environmental substance or material. The assurances in this paragraph shall survive from the date of Closing.

15. **GENERAL ASSURANCES:** To Seller's knowledge: (i) no orders of any public authority are currently pending against the Property and no public authority has issued any notice with respect to any violation of any applicable health and safety or other code or governmental regulation affecting the Property; (ii) no future assessments are in effect and no work has been performed which might result in the imposition of any additional assessment or the filing of any mechanic's lien against the Property; (iii) no condemnation or appropriation proceedings are threatened or pending against any part of the Property; (iv) no litigation or other action is pending or threatened against Seller or the Property, and Seller is not aware of any facts that might result in the filing of any litigation or other action relating to Seller's ownership and ability to convey the Property; (v) Seller has disclosed to Purchaser in writing all material adverse information of which Seller is aware, if any, concerning the physical condition of the Property or the ownership or development of the Property; and (vi) Seller is not insolvent under any customary definition of that term, and no proceedings are pending or threatened by or against Seller under the federal Bankruptcy Code, or any insolvency or debtor's relief act, or seeking the appointment of a trustee, receiver, liquidator or other similar official. The assurances in this paragraph shall survive from the date of Closing.

16. **DEFAULT; REMEDY:** If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, Purchaser shall have the option to either (a) waive such default, or (b) terminate this Agreement by written notice to Seller and may pursue any and all remedies as are available at law or in equity to Purchaser, including specific performance.

If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Purchaser under this Agreement, Seller shall have the option, to either (a) waive such default, or (b) terminate this Agreement by written notice to Purchaser and upon such termination may pursue any and all remedies as are available at law or in equity to Seller, including specific performance.

Except as expressly provided herein, if either Purchaser or Seller elects to waive the default by the defaulting party, this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall thereafter have any rights, duties, liabilities, or obligations whatsoever hereunder.

17. **NOTICE:** All notices, demands, requests, consents, approvals or other communications (the "Notices") required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered, or sent via FedEx or other regularly scheduled overnight courier or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid, or by email or facsimile. Said Notices shall be deemed received and effective on the earlier of (i) the date actually received (which, in the case of Notices sent by

overnight courier, shall be deemed to be the day following delivery of such Notices to such overnight courier), (ii) three (3) business days after being placed in the United States Mail as aforesaid, or (iii) the day sent by email or facsimile.

Said Notices shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing:

To Seller: Ronald E. Leininger
Kent E. Leininger
P.O. Box 538
Jackson Center, Ohio 45334
Email: rleininger@woh.rr.com
Email: kent@visionquestusa.net

With a copy to:

N/A

To Buyer: The Village of Jackson Center, Ohio
Attention: Bruce A. Metz
P.O. Box 819
Jackson Center, Ohio 45334
Email: bmetz@jacksoncenter.com

With a copy to:

Jauert & Burton LLP
c/o Michael A. Burton
103 South Blackhoof Street, PO Box 1957
Wapakoneta, Ohio 45895
Email: mburton@jauertburton.com

18. COUNTERPARTS/FACSIMILE/ELECTRONIC TRANSMISSION: This Agreement may be signed in counterparts and the signatures on this Agreement may be transmitted by facsimile or email (PDF), each of which will be deemed to constitute an original signature and all of which taken together shall constitute but one and the same enforceable instrument.

19. REAL ESTATE BROKER AND COMMISSION: Seller and Purchaser acknowledge and agree there is no real estate broker involved in the drafting and execution of this Agreement or the sale of the Property. The parties acknowledge there shall be no real estate broker commission paid whatsoever related to the Agreement.

20. BINDING EFFECT/JURISDICTION/VENUE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, devisees, legatees, successors and assigns of the parties hereto. The parties stipulate that the law of the State of Ohio shall be binding upon the interpretation and enforcement of this Agreement. Jurisdiction and venue shall be in a court of competent jurisdiction in Shelby County, Ohio, concerning enforcement, interpretation or a dispute related to this Agreement. Further, the parties acknowledge this Agreement contains all

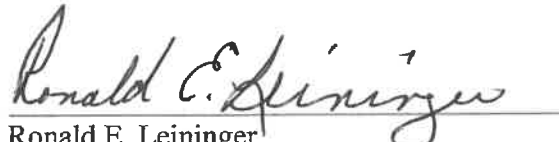
terms and conditions applicable to this transaction and there are no other representations, warranties or agreements except as specifically set forth herein.

21. DOWER: Linda D. Leininger and Toni R. Leininger, spouses of Ronald E. Leininger and Kent E. Leininger, respectively, shall release their dower interests in the Property as part of this transaction.


The parties have hereunto executed this Agreement the day and year first above mentioned.

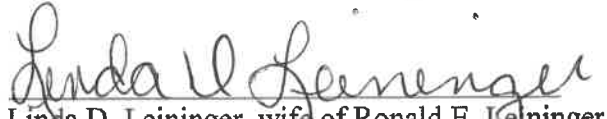
SELLER:


PURCHASER:

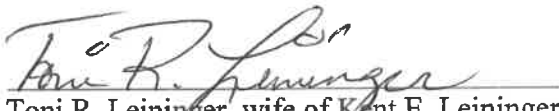

Ronald E. Leininger

THE VILLAGE OF JACKSON CENTER,
OHIO

By: 
Bruce A. Metz, Village Administrator


Linda D. Leininger, wife of Ronald E. Leininger


Kent E. Leininger


Toni R. Leininger, wife of Kent E. Leininger

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SECURED PROMISSORY NOTE

\$60,000.00

January __, 2021

For value received, the undersigned, **Village of Jackson Center, Ohio**, promises to pay to the order of **Ronald E. Leininger, one-third (1/3) of the amount due, and Kent E. Leininger, two-thirds (2/3's) of the amount due**, P.O. Box 538, Jackson Center, Ohio 45334, or at such other address as the holders hereof may from time to time designate in writing, the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00) with interest thereon at the rate of two percent (2%) per annum computed and paid when the entire unpaid balance of principal and any and all interest accrued thereon shall be finally due and payable in full. This Note, and the related principal and interest, shall be due and payable in full on January 31, 2022. Unless otherwise mutually agreed between the parties, this Note may not be prepaid.

This Note is given as consideration for the Closing of the Real Estate Purchase Agreement dated December __, 2020, between the parties hereto ("Agreement"), and is part of the payment of the Purchase Price due pursuant to the Agreement, and is secured by a Mortgage ("Mortgage") on real estate situated at 401 College Street, Jackson Center, Shelby County, Ohio ("Property"). The terms of the Agreement and Mortgage are incorporated herein by reference.

Upon default in payment of any installments due hereunder within ten (10) days after the same is due, or upon failure to perform any of the covenants or conditions contained in said Mortgage, the entire principal hereof then remaining unpaid, together with all accrued interest, shall at said holder's option, become immediately due and payable without any notice or demand, or in the alternative, at the sole option of the holder hereof, the holder hereof may accept a late payment fee as is mutually agreeable to the makers and the holder, in lieu of accelerating this Note.

All entities now or hereafter liable for the payment of the principal or interest due on this Note, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of this Note may be extended without releasing or otherwise affecting the entities' liability on this Note, or the lien of any Mortgage securing this Note.

This Note was executed January __, 2021, at Jackson Center, Ohio.

VILLAGE OF JACKSON CENTER, OHIO

By _____
Bruce A. Metz, Village Administrator

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Ex B
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MORTGAGE

Village of Jackson Center, Ohio, a municipal corporation, for valuable consideration paid, grants with mortgage covenants to **Ronald E. Leininger and Kent E. Leininger**, P.O. Box 538, Jackson Center, Ohio 45334, the following real property:

See Exhibit "A" attached hereto and made a part hereof.

This mortgage is given, upon the statutory condition, to secure the payment of **Sixty Thousand and 00/100 Dollars** (\$60,000.00) with interest as provided in a Secured Promissory Note of the same date. "Statutory Condition" is defined in Section 5302.14 of the Ohio Revised Code and provides generally that, if the mortgagor pays the principal and interest secured by this mortgage, performs the other obligations secured by this mortgage and the conditions of any prior mortgage, pays all taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this mortgage shall be void.

Executed this _____ day of January, 2021.

VILLAGE OF JACKSON CENTER, OHIO

By: _____
Bruce A. Metz, Village Administrator

Ex B
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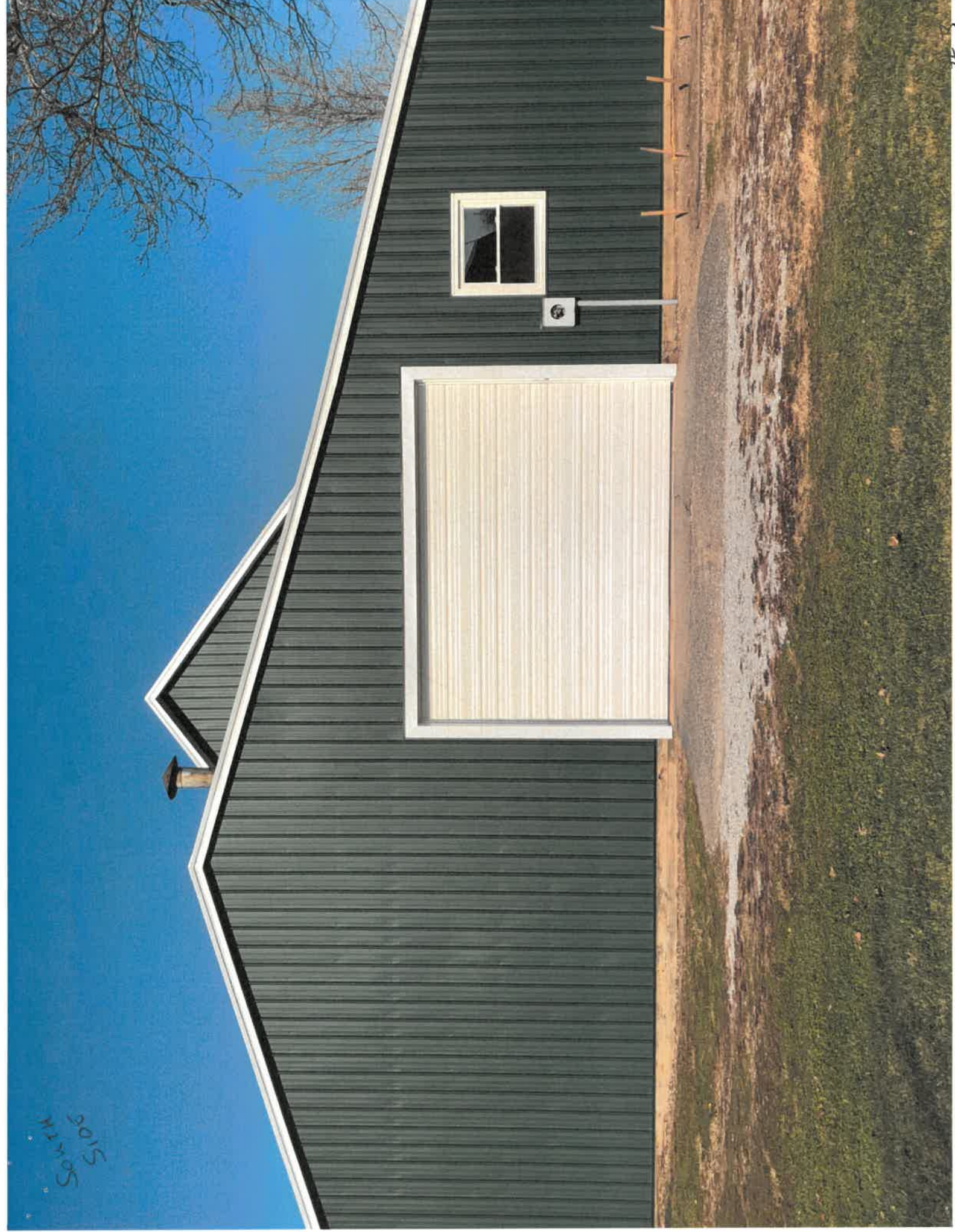
NOTARIAL CERTIFICATE

STATE OF OHIO, COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this _____ day of January, 2021, by Bruce A. Metz, Village Administrator, on behalf of the Village of Jackson Center, Ohio, a municipal corporation. No oath or affirmation was administered to the signer(s) with regard to this notarial act.

Notary Public

This Instrument Prepared by:
Attorney Michael A. Burton, Reg. #0064921
103 S. Blackhoof St.
P.O. Box 1957
Wapakoneta, Ohio 45895
Email: mburton@jauertburton.com



Slopes
South

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