

# **Quiet 2 Bed 1 Bath in Crescent Hill**

Entire place Hosted by Chris





5 guests 2 rooms





2 beds



1 bath

About this home

\$124 per night **★★★★★** 35







#### About this home

Located in safe & quiet Crescent Hill within walking distance to restaurants, shopping, parks & more. 2 bed 1 bath with super size washer & dryer, nice size kitchen, dining and living room. Outdoor grill, 43" 4k TV, Xbox for games, DVD & Blu-ray.

The Space · 'The B' as we call it because of the name of the street it is located is in a great neighborhood. It's safe, quiet and cozy.

This 2 bed 1 bath with super size washer & dryer, nice size kitchen, dining and living room. Outdoor grill, 43" 4k TV, Xbox for games, DVD & Blu-ray.

The neighborhood is amazing. Large trees canvasing the street. Squirrels, bunnies and birds can be seen while walking. Great walking and biking opportunities with parks, shops, local restaurants and bars,

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ice cream / coffee / tea / dessert shops all within a short walk.

Close to most expressways and great back road access if there is traffic in the city. 15 minutes to airport 5 to downtown.

We are 15 minutes from Kentucky Kingdom Amusement Park that has rides and a water park. We have heard from our guests that they have offered really great deals for people coming from out of (URL HIDDEN) keep that in mind if its in season.

We also have tons to do around the city....just to name a few....Besides the tons of local non chain shops and restaurants that are walking distance away, we have parks and golf courses 2 minutes away, indoor swimming pool next to the beautiful water resevoir which is great to walk around. Museums (Frazier History Museum, Louisville Slugger Museum, Louisville Science Center) Sports (YUM Center for basketball, Cardinal Stadium for

**\$124** per night ★★★★★ 35







football, UofL Soccer Stadium, UofL Baseball Stadium, River Bats Baseball, Louisville City FC Soccer at the River Bats Stadium), Movies and Shopping....You are 15 minutes away from 6 different malls and at least 4 movie theaters. Be sure to check out our Off Broadway shows and touring performances /concerts at the Kentucky Center For the Arts, Brown Theatre, The Palace, HEadliners Music Hall and many other place...

I haven't even mentioned the Bourbon Trails and Tours... So much to do.

Ill be happy to help you plan anything you would like to do and give suggestions. I am available all the time via my mobile for calls and texts. We will also stock the fridge if you need us to.

We look forward to having you stay at "The B"!

**\$124** per night ★★★★★ 35







Guest Access · The guest will have access to everything. We have complimentary coffee and tea.

We have made some basic sundries available at cost... Bottled water, sodas, chips, popcorn, etc...

Interaction with Guests · I do not live on property, but do live in the neighborhood and will be available for all questions and concerns as well as concierge services.

The Neighborhood · Located in the heart of Crescent Hill just steps away from Frankfort Avenue. World class restaurants all within walking distance. Plus eclectic shops, wonderful coffee, and beautiful parks. Easily accessible public transportation. Close to Downtown, the Highlands, Nulu, Churchill Downs, and the Airport. All within 15 minutes drive.

Getting Around. There is plenty of street

**\$124** per night ★★★★★ 35







Getting Around · There is plenty of street parking directly in front of home. Public transportation is easily accessed on Frankfort Avenue, just steps away.

Other Things to Note · We accept last minute bookings anytime! Our pricing is great on the weekends but have also placed our weekdays on a special (as low as 119).

We have instant book available. You'll have my number as soon as you book so feel free to ask any questions or for recommendations around the area.

We can also help with stocking the fridge and any other special requests you may have.

Always here to help.

Chris

**\$124** per night ★★★★★ 35



#### **Bobbie Holsclaw**

#### Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Jefferson County Clerk's Office.



INST # 2017000791 BATCH # 57055

JEFFERSON CO, KY FEE \$23.00

PRESENTED ON: 01-03-2017 7 10:56:15 AM LODGED BY: DUTTON & ASSOCIATES RECORDED: 01-03-2017 10:56:15 AM BOBBIE HOLSCLAW

CLERK

BY: JOLENE CARDWELL RECORDING CLERK

BK: M 14893 PG: 611-616

#### **MORTGAGE**

**THIS MORTGAGE**, dated this 23<sup>rd</sup> day of December, 2016, by and between CHRISTOPHER DAVID and KRISTEN C. DAVID, husband and wife, both of 1303 S. Shelby Street, Louisville, Kentucky 40217 (collectively, the "Mortgagor"), and RALPH PULLIUM, of 119 Flint Ridge Road, Shelbyville, Kentucky 40065 (the "Mortgagee").

#### WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the amount of One Hundred Thousand (\$100,000.00) DOLLARS, as evidenced by a Promissory Note of even date herewith (the "Promissory Note"), the terms of which are hereby deemed incorporated herein as if fully written word for word, with a maturity date of February 23, 2021.

NOW, THEREFORE, in consideration of the promises and to secure the payment of the principal and interest under the Promissory Note according to the terms thereof and the faithful performance of all of the covenants, stipulations, and agreements set out herein and in the Promissory Note, the Mortgagor does hereby grant, convey, and mortgage to the Mortgagee, in fee simple, with covenants of GENERAL WARRANTY, the real property, the improvements now or hereafter erected thereon, appurtenances thereto, and the rents, issues, and profits therefrom (collectively, the "Property") situated and located in Jefferson County, Kentucky; and described as follows, to-wit:

BEGINNING at a point on the East side of Birchwood Avenue 377 feet South of the strip of land formerly used by the Crescent Hill Railway as its right-of-way; thence running Southwardly along the East side of Birchwood Avenue 50 feet; thence Eastwardly 186 feet 6 inches, more or less, to an alley 20 feet wide; thence Northwardly 50 feet; thence Westwardly 188 feet 8 inches to the point of beginning. Being the Northern 50 feet of Lot 15 in Birchwood Subdivision, plat of which is of record Deed Book 619, Page 412, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Christopher David by Deed dated September 18, 2015, recorded in Deed Book 10469, Page 556, in the Office of the County Clerk of Jefferson County, Kentucky.

The Mortgagor warrants that they are lawfully seized of the estate hereby conveyed, have the full right and power to grant, convey, and mortgage the same, and that the Property is free and clear of all liens and encumbrances, except for easements, restrictions, and stipulations of record, applicable zoning rules, and regulations and the 2017 taxes not yet due and payable, as well as a first mortgage to Brill Properties-Birchwood LLC.

The Mortgagor covenants and agrees to the following conditions:

(A) The improvements to the Property shall be insured by the Mortgagor until the

#### MTG Book 14893 Page 613

Promissory Note is fully paid, against loss by fire and such other hazards as are covered by a standard extended coverage endorsement issued by an insurance company or companies authorized to do business in the Commonwealth of Kentucky and acceptable to Mortgagee. The policy or policies for said insurance, bearing such standard extended coverage endorsement, shall be for the full replacement amount of all improvements on the Property, and shall have attached thereto loss payable clauses in favor of, and delivered to the Mortgagee. In the event of loss by fire or other causes covered by said standard extended coverage endorsement, the Mortgagor shall give immediate notice thereof by mail to the Mortgagee, which may make proof of loss if not made promptly by the Mortgagor. The insurance company or companies concerned are hereby authorized and directed to make payment for such loss directly to the Mortgagee; the Mortgagee may, at their option, apply such insurance proceeds, or any part thereof, to the payment or reduction of the Promissory Note or to the restoration or repair of such improvements.

- (B) All taxes and legal assessments, water rates, and other charges, fines, or impositions against the Property shall be promptly paid by the Mortgagor and, upon request, the receipts therefore exhibited to the Mortgagee.
- (C) In the event the Mortgagor shall fail to keep said insurance in force or to pay said taxes, legal assessments, water rates, or other charges, fines, or impositions, the Mortgagee may effect said insurance or pay said taxes, legal assessments, water rates, or other charges, fines, or impositions. Any sums so expended by the Mortgagee will be repaid by the Mortgagor upon demand with interest thereon at the rate specified in the Promissory Note, and said sums and the interest thereon shall be deemed a part of the debt secured hereby and included herein.
- (D) In the event any proceeding shall be instituted to enforce any lien upon or interest in the Property and the Mortgagor shall not make appropriate arrangements for bonding against any such lien enforcement within a reasonable time, the Mortgagee may, without notice, at their option, declare the entire unpaid balance of the Promissory Note immediately due and payable and to proceed to enforce the collection of the same and all charges, reasonable attorney fees, and costs permitted by law, and the lien of the Mortgage.
- (E) In the event the Mortgagor shall (1) fail to pay the Promissory Note when the same becomes due and payable; or (2) fail to maintain and keep in force such insurance or fail to pay such taxes, legal assessments, water rates, or other charges, fines, or impositions when the same shall become due and payable; or (3) sell or permit the Property to be sold without the prior written consent of the Mortgagee; or (4) be adjudged bankrupt or insolvent, make an assignment for the benefit of creditors, or be placed in receivership; or (5) in any manner fail to keep and perform any of the covenants, stipulations, and agreements set out in the Promissory Note or herein contained on their part to be performed, then, and in any of such events, the Mortgagee may, without notice, at their option, immediately declare the entire unpaid

#### MTG Book 14893 Page 614

balance of the Promissory Note and all other indebtedness secured hereby immediately due and payable and proceed to enforce the collection of the same and all charges and costs permitted by law and the lien of this Mortgage, including reasonable attorney fees.

- (F) All rents, issues, and profits from the Property are hereby assigned to the Mortgagee, and in the event the Mortgagor shall fail to pay the Promissory Note or any installment thereon when the same shall become due and payable or in any manner fail to keep and perform any of the covenants, stipulations, and agreements set out herein or in the Promissory Note on its part to be performed, all such rents, issues, and profits shall be paid directly to the Mortgagee by the person obligated therefore, or the Mortgagee may, at their option, have a receiver appointed to take charge of the Property and to collect such rents, issues, and profits, all without consideration of the value of the Property, as security for the amount of the indebtedness secured hereby. All such rents, issues, and profits paid to Mortgagee or collected by such receiver shall be first applied to the cost of the collection thereof (including the cost of such receivership, if any) and then to the payment of the interest on and the principal of the Promissory Note.
- (G) The Mortgagor shall not permit the indebtedness secured by this Mortgage to be assumed without the written consent of the Mortgagee.
- (H) Failure of the Mortgagee to exercise any of the options or remedies provided for herein in the event of any violation of the warranties, covenants, and agreements herein contained shall not constitute a waiver of their right to exercise such option or remedy upon any subsequent violation.
- (I) This Mortgage shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
- Pursuant to KRS Chapter 382, this Mortgage shall secure the payment of (1) all (J) renewals and extensions of the Promissory Note and the loans evidenced thereby; and (2) any additional indebtedness thereto, whether direct, indirect, existing, future, contingent, or otherwise, of the Mortgagor to the Mortgagee. To the extent that the indebtedness evidenced by the Promissory Note is deemed to be a "revolving credit plan" or "line of credit" pursuant to KRS Chapter 382, this Mortgage shall secure the revolving credit plan or line of credit and the maximum credit limit of the revolving credit plan or line of credit which may be outstanding at any time or times hereunder and which is to be secured by this Mortgage is One Hundred Thousand Dollars (\$100,000) plus any costs, fees, and interest. It shall be a default under this Mortgage if the Mortgagor requests a release, in the manner provided by KRS Chapter 382, of any portion of the loan evidenced by the Promissory Note prior to the date that all of the obligations secured by this Mortgage have been paid and the Promissory Note has been terminated in writing and the Mortgagor hereby waives any and all right to request such a release to the maximum extent permitted by law.

#### MTG Book 14893 Page 615

**PROVIDED, HOWEVER**, that if the Mortgagor shall pay the Promissory Note according to the terms thereof and perform all of the covenants, conditions, stipulations, and agreements set out in the same or herein contained, then this Mortgage shall be void, and the Mortgagee shall, at the Mortgagor's cost and request, release the same.

IN TESTIMONY WHEREOF, witness the signatures of the Mortgagors on this day and year first above written.

CHRISTOPHER DAVID

KRISTEN C. DAVID

COMMONWEALTH OF KENTUCKY

**COUNTY OF SHELBY** 

I hereby certify that the foregoing Mortgage was acknowledged before me this 23<sup>rd</sup> day of December, 2016, by Christopher David, to be his true act and deed.

My Commission expires: Jan. 28, 2018

Notary Public, Kentucky State at large

COMMONWEALTH OF KENTUCKY

**COUNTY OF SHELBY** 

I hereby certify that the foregoing Mortgage was acknowledged before me this 23<sup>rd</sup> day of December, 2016, by Kristen C. David, to be her true act and deed.

My Commission expires: Jan. 28, 2018

Notary Public, Kentucky State at large

This Instrument prepared by:

C. GILMORE DUTTON, III DUTTON & ASSOCIATES, PLLC

513 Main Street PO Box 967 Shelbyville, KY 40066

(502) 633-0504

April 5, 2017

Ms. Lacey Gabbard Develop Louisville 444 S. Fifth St. Louisville, KY 40202 502 574-1300

Dear Ms. Gabbard,

Please find attached affidavits concerning the owner occupancy of 201 S. Birchwood Avenue, Louisville, KY 40206.

By submission of these affidavits we collectively are requesting that Develop Louisville requires the owner of 201 S. Birchwood Avenue to cease rental of a short term unit at this address until the non-resident owner is compliant with the short term rental ordinance, as defined by Louisville Metro ordinance.

Please review these affidavits, and contact us as to your schedule to remedy this situation. We expect an expedient answer.

Respectfully,

Mark Willmoth

Owner and resident

205 S. Birchwood Avenue

502 494-4654

Cc: Ms. Kyle Etheridge, Office of Councilperson Bill Hollander

BEFORE ME, the undersigned Notary,
2017, personally appeared <u>Georganna Wheatley</u> , on this 30th day of <u>March</u> , be a credible person and of lawful age who being by me first duly sworn, on <u>New [his or her]</u> oath, deposes and says:
be a credible person and of lawful ace, who being by a first by the holing by the holi
deposes and says: [his or her] oath,
that (he, she,) is a property owner residing at 215 S. Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner 1024 S. T.
based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, nor is a domicile at this location.
this address, nor is a domicile at this location.
$\Omega \Lambda$
[signature of affiant]  Leorganna J Wheatley [printed name of affiant]
[signature of affiant]
Georganna J'Wheatley
<u> </u>
215 S. Birchwood Ave., Louisville, KY 40206
Subscribed and sworn to before me, this 30th day of mouth, 2017.
X atthirs on
NOTARY BURLIC 11 53 2051
NOTARY PUBLIC #532956 STATE AT LARGE, KENTUCKY
STATE AT LANGE, KENTUCKY
My Commission Expires: $4/29/7017$

BEFORE ME, the undersigned Notary,
Heather Drake , on this 30th day of March,
be a credible person and of lawful age, who being by me first duly average, known to me to
deposes and says: [his or her] oath,
that (he, she,) is a property owner residing at 206 S. Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, nor is a domicile at this location.
and the state of t
The Bell
[signature of affiant]
[printed name of affiant]
266 S. Birchwood Ave., Louisville, KY 40206
Subscribed and sworn to before me, this 36th day of morch, 20 17
Heather D
NOTARY PUBLIC #532956
STATE AT LARGE, KENTUCKY
- WILL WOL, KLNTOCKY
My Commission Expires: 4 29/2017

BEFORE ME, the undersigned Notary,
Heather Drock on this 35th day of Mouch, personally appeared Mark Will moth he a credible person and of lawful age, who being by me first duly sworn, on his [his or her] oath, deposes and says:
that (he, she,) is a property owner residing at 205 S. Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, nor is a domicile at this location.
[signature of affiant]
Mek Willmoth [printed name of affiant]
S. Birchwood Ave., Louisville, KY 40206
Subscribed and sworn to before me, this 3th day of March, 20
NOTARY PUBLIC # 532956 STATE AT LARGE, KENTUCKY
My Commission Expires: $429209$

Commonwealth of Kentucky County of Jefferson

My Commission Expires: 4/29/2019

BEFORE ME, the undersigned Notary,		
Heather Drave, on this 30th day of March, be a credible person and of lawful age, who being by me first duly sworn, on how [his or her] oath, deposes and says:		
2017, personally appeared Susan Buehner, on this 301 day of March,		
be a credible person and of lawful age, who being by me first duly sworn, on how this or hor eath		
deposes and says: [his or her] oath,		
that (he, she,) is a property owner residing at \( \sum_2 \in \). Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, por is a demicile at this least t		
Louisville, KY is not a resident at this address, nor is a domicile at this location.		
[signature of affiant]		
•		
[printed name of affiant]		
<b>126</b> S. Birchwood Ave., Louisville, KY 40206		
Subscribed and sworn to before me, this 36th day of march, 20 17		
1160 061		
NOTARY PUBLIC #532956		
STATE AT LARGE, KENTUCKY		
16.10.10		
My Commission Expires: 429 2019		

BEFORE ME, the undersigned Notary,
Heather Drake  2017, personally appeared <u>Cindy Martin</u> , on this 30th day of <u>March</u> , known to me to be a credible person and of lawful age, who being by me first duly sworn as 100 feet.
be a credible person and of lawful age, who being by me first duly sworn, on
deposes and says:
that (he, she,) is a property owner residing at 200 S. Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, nor is a domicile at this location.
•
Canada man man stra
[signature of affiant]
[printed name of affiant]
200 S. Birchwood Ave., Louisville, KY 40206
Subscribed and sworn to before me, this 30th day of March, 2017.
Hellful Drake
NOTARY PUBLIC #5329\$
STATE AT LARGE, KENTUCKY
My Commission Expires: 4/29/2019

Commonwealth of Kentucky County of Jefferson

My Commission Expires:

BEFORE ME, the undersigned Notary,  Heather Drake, on this 30th day of, who being by me first duly sworn, on, known to me to deposes and says:
that (he, she,) is a property owner residing atS. Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, nor is a domicile at this location.
[signature of affiant]
[printed name of affiant]
200 S. Birchwood Ave., Louisville, KY 40206
Subscribed and sworn to before me, this 30th day of march, 2017.
HOUND Duke  NOTARY PUBLIC #532956  STATE AT LARGE, KENTUCKY

BEFORE ME, the undersigned Notary,  Heather Drake,  2017, personally appeared Shir Manning, be a credible person and of lawful age, who being by me first duly sworn, on how [his or her] oath,  deposes and says:
that (he, she,) is a property owner residing at 124 S. Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, nor is a domicile at this location.
Shirley MANNING [printed name of affiant]
124 S. Birchwood Ave., Louisville, KY 40206
Subscribed and sworn to before me, this 30th day of march, 2017.
Heather Deake Notary Public #532956 State at Large, Kentucky
My Commission Expires: $4/29/20(9)$

BEFORE ME, the undersigned Notary,
Heather M. Drake on this 30th day of march, 2017, personally appeared Robert Schenkenfelder , known to me to be a credible person and of lawful age, who being by me first duly sworn, on his [his or her] oath, deposes and says:
be a credible person and of lawful age, who being by me first duly sworn, on
that (he, she,) is a property owner residing at 215 S. Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, nor is a domicile at this location.
[signature of affiant]
ROB SCHENKENFELDER [printed name of affiant]
210 S. Birchwood Ave., Louisville, KY 40206
Subscribed and sworn to before me, this 30th day of March, 2017.
Heathut lake NOTARY PUBLIC #532956
STATE AT LARGE, KENTUCKY
My Commission Expires: $4/29/2019$

BEFORE ME, the undersigned Notary,
2017, personally appeared Allison Schenkenfelder, known to me to deposes and says:  , on this 301 day of March, known to me to first duly sworn, on her in the control of t
that (he, she,) is a property owner residing at 20 S. Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, nor is a domicile at this location.
allison Schenkenfelder  Allison Schenkenfelder
[printed name of affiant]  210 S. Birchwood Ave., Louisville, KY 40206
Subscribed and sworn to before me, this 30th day of March, 2017.
NOTARY PUBLIC #532956 STATE AT LARGE, KENTUCKY
My Commission Expires: $4/29/2019$

BEFORE ME, the undersigned Notary,	
Heather M. Drake	n this 30Th day of March,
2017, personally appeared Vaughn Bell, or	day or 11 (CV), known to me to
be a credible person and of lawful age, who being by me first duly deposes and says:	sworn, on her [his or her] oath,
that (I)	
that (he, she,) is a property owner residing at 206 s. Birchwo based upon visual observation. Christopher David, the record	ood Avenue, Louisville, KY 40206, and
based upon visual observation, Christopher David, the record proper Louisville, KY is not a resident at this address, nor is a domicile at	
and the distribution of th	it this location.
V cu x P. 200	
[signature of affiant]	
Valor 2 2.11	
[printed name of affiant]	
<b>266</b> S. Birchwood Ave., Louisville, KY 40206	
5. Birchwood Ave., Louisville, KY 40206	
Subscribed and sworn to before me, this $30\text{th}$ day of $\underline{\text{MO}}$	urch
day of 1110	20 <u>17</u> .
	10 -41
	deliny m Diako
NC	OTARY PUBLIC #532956
	FATE AT LARGE, KENTUCKY
9.	Dance, Kentocky
1	
My Commission Expires: 4/29/2019	

Commonwealth of Kentucky

County of Jefferson

BEFORE ME, the undersigned Notary, 2017, personally appeared Marcia Lew be a credible person and of lawful age, who being by me first duly sworn, on her oath, deposes and says: that (he, she,) is a property owner residing at 218 S. Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, nor is a domicile at this location. 218 S. Birchwood Ave., Louisville, KY 40206 NOTARY PUBLIC STATE AT LARGE, KENTUCKY My Commission Expires:

BEFORE ME, the undersigned Notary,
Heather Drako 2017, personally appeared Elizabeth Mays be a credible person and of lawful age, who being by me first duly sworn, on her [his or her] oath, deposes and says:
that (he, she,) is a property owner residing at $22$ S. Birchwood Avenue, Louisville, KY 40206, and based upon visual observation, Christopher David, the record property owner of 201 S. Birchwood Avenue, Louisville, KY is not a resident at this address, nor is a domicile at this location.
Elicabeth Mays [signature of affiant]  Elicabeth Mays [printed name of affiant]  222 S. Birchwood Ave., Louisville, KY 40206
Subscribed and sworn to before me, this 30th day of March, 2017.
HOULD LOTE  NOTARY PUBLIC 1 532956  STATE AT LARGE, KENTUCKY
My Commission Expires: $4/29/2017$