

FORM 505

TUTBLANX REGISTERED U. S. PATENT OFFICE
TUTTLE LAW PRINT, PUBLISHERS, RUTLAND, VT 05702

OHIO WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS

That, **Carolyn S. Smith, an unmarried woman**, the Grantor, who claims title by or through instruments recorded in **Official Record Volume 11, Page 347, and Official Record Volume 160, Page 1618, Mercer County Recorder's Records**, for the consideration of One (\$1.00) Dollar and other good and valuable considerations received to her full satisfaction of

David D. Shuttleworth

the Grantee, whose **TAX MAILING ADDRESS** will be **1650 Union City Road, Ft. Recovery, Ohio 45846**, does **GIVE, GRANT, BARGAIN, SELL and CONVEY** unto the said Grantee, his heirs and assigns, the following described premises:

Situated in the **TOWNSHIP** of **GIBSON, COUNTY** of **MERCER**, and **STATE** of **OHIO**:

Commencing at a point in the center of the Hillgrove Pike, said point being located Twelve Hundred Eleven (1211) feet East and Two Hundred Forty-six (246) feet North 19° East on the centerline of said pike of the Southwest corner of the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section Sixteen (16), Town Fifteen (15) North, Range One (1) East, Gibson Township, Mercer County, Ohio; thence East on an established line One Hundred Fifty (150) feet; thence North 19° East, One Hundred Sixteen (116) feet; thence West One Hundred Fifty (150) feet to the centerline of said pike; thence South 19° West on the centerline of said pike, One Hundred Sixteen (116) feet to the place of beginning, containing Thirty-eight Hundredths (0.38) of an acre of land, more or less, subject to all easements, conditions, restrictions and rights-of-way of record.

Tax Parcel I. D. #16-014400.0000

Tax map # 13-16-300-010

Grantor hereby assumes and agrees to pay the January, 2006, installment of real estate taxes and special assessments. Grantee hereby assumes and agrees to pay the July, 2006, and thereafter installments of real estate taxes and special assessments.

Grantee, his successors, heirs and assigns for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, must maintain ownership and reside in this property as his primary residence for a period of five (5) years (Retention Period) from the date of the recording of this deed.

(i) The Federal Home Loan Bank of Cincinnati, whose mailing address is P.O. Box 598, Cincinnati, OH 45201-0598, is to be given notice of any sale or refinancing of the unit occurring prior to the end of the Retention Period.

(ii) In the case of a sale prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the sale of the unit after deduction for sales expenses, unless the purchaser is a low-or moderate-income household as defined in the applicable Federal Housing Finance Board regulations for the AHP; and

(iii) In the case of a refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the occupying household has owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the refinancing, unless the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), (iii), and (iv) contained herein.

(iv) The obligation to repay Subsidy to the Bank shall terminate after any foreclosure.

DESCRIPTION
SUFFICIENT
FOR TAX MAPPING PURPOSES

MAR 06 2006

be the same more or less, but subject to all legal highways.

MERCER COUNTY
TAX MAP DEPARTMENT

TO HAVE AND TO HOLD the above-granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever.

And **Carolyn S. Smith, an unmarried woman**, the said Grantor, does for herself and her heirs, executors, and administrators, covenant with the said Grantee, his heirs and assigns, that at and until the ensealing of these presents, **she is well seized** of the above-described premises, as a good and indefeasible estate in **FEE SIMPLE**, and have good right to bargain and sell the same in manner and form as above written, and that the same are **free from all incumbrances whatsoever** and that **she will Warrant and Defend** said premises, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever.

Dated: Feb. 28-2006

Carolyn S. Smith
Carolyn S. Smith

STATE OF OHIO - COUNTY OF MERCER - ss:

Before me, as **Notary Public** in and for said County and State, personally appeared the above-named **Carolyn S. Smith, an unmarried woman**, 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 Fort Recovery, Mercer County, Ohio, this 28 day of February A.D. 2006.

SEAL

Lawrence P. Keller
Notary Public for Ohio
My Commission Expires:
3/27/2010

TRANSFERRED

MAR 06 2006

MARK GIESIGE
COUNTY AUDITOR
MERCER COUNTY, OHIO

~~Exemption paragraph, conveyance Fee~~ 208⁰⁰
The Grantor and Grantee of this deed have
complied with the provisions of R. C. Sec.
319. 202 Mark Giesige Mercer
County Auditor.
KP 3-6-06
Deputy Aud. Date

This instrument prepared by: **KNAPKE LAW OFFICE, LLC**, 115 N. Walnut St., Celina, OH 45822
At Request of: Auction America and Realty, Inc., Box 531, Ft. Recovery, OH 45846