## OHIO WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS:

ACE OF TRADES, LLC, an Ohio Limited Liability Company, of Mercer County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to KYLE T. NIEKAMP, whose tax mailing address is 407 Walnut Street, Coldwater, OH 45828, the following real property:

Situated in the Village of Coldwater, County of Mercer and State of Ohio and more fully described as follows:

Being known as Lot Number Two Hundred Seventy-four (274) in Fetzer's Second Addition to the Village of Coldwater, Ohio.

Parcel No. 05-065100.0000 map # 08-34-113-002

Last Transfer: Instrument No. 200800001782, Recorder's Office of Mercer County, Ohio.

SUBJECT TO THE RESTRICTIONS RECITED IN EXHIBIT A ATTACHED HERETO.

IN WITNESS WHEREOF, the said ACE OF TRADES, LLC, sets its hand and seal by DEAN W. ZEHRINGER, its President, and DANIEL R. LENNARTZ, its Secretary/Treasurer, also being all of the members of said limited liability company, this 27th day of , 2008.

DESCRIPTION SUFFICIENT FOR TAX MAPPING PURPOSES

JUL 0 2 2008

MERCER COUNTY
TAX MAP DEPARTMENT

ACE OF TRADES, LLC, an Ohio Limited Liability Company

Daniel R. Lennartz, Secretary/Feasurer

## TRANSFERRED

JUL 0 2 2008

MARK GIESIGE COUNTY AUDITOR MERCER COUNTY, OHIO

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WARRANTY DEED (Ace of Trades, LLC to Kyle T. Niekamp)

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STATE OF OHIO, COUNTY OF Darke, SS:

On this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2008, before me, a Notary Public, personally came ACE OF TRADES, LLC, by DEAN W. ZEHRINGER, its President, and DANIEL R. LENNARTZ, its Secretary/Treasurer, also being all of the members of said Limited Liability Company, who acknowledged that they, being thereunto duly authorized, did sign the foregoing deed and that the same is their free act and deed as such officers and is the free act and deed of said limited liability company.

WITNESS my official signature and seal on the day last above mentioned.

Notary Public

RANDALL BRUNS
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES DECEMBER 12, 2010

Prepared by Steven P. Mielke, Attorney at Law, 116 East Market Street, Celina, Ohio 45822 realestate\ace of trades.niekamp.wd

Exemption paragraph, conveyance Fee 132.50
The Grantor and Grantee of this deed have complied with the provisions of R. C. Sec. 319, 202 Mark Giesige Mercer County Auditor.

Danudy Aud Mate

## EXHIBIT A

Borrower(s), their 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 their primary residence for a period of five (5) years (Retention Period) from the date of 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 rate share of the direct Subsidy that financing 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.