

DESCRIPTION  
**SUFFICIENT**  
FOR TAX MAPPING PURPOSES

JUL 09 2009

## WARRANTY DEED

MERCER COUNTY  
TAX MAP DEPARTMENT

**Brian R. Welsch and Kelly L. Welsch**, husband and wife, of Mercer County, Ohio, for valuable consideration paid, grant with general warranty covenants, to **Bryce D. Schlater**, whose tax-mailing address is 315 South Second Street, Coldwater, OH 45828, the following real property:

*DUB* Situated in the Village of Coldwater, County of Mercer, and State of Ohio:

Lot Number Eighty-Three (83) as known on the recorded plat to the Village of Coldwater, Mercer County, Ohio. ALSO: Being that part of Lot Number Eighty-Six (86) which lies west of the right of way of the Cincinnati Northern Railroad, as shown on the recorded plat of said Village.

ALSO: Situated in the Village of Coldwater, County of Mercer, and State of Ohio, to-wit:

Situated in the Northwest Quarter of Section 34, Township 6 South, Range 2 East, Butler Township, Mercer County, Village of Coldwater, Ohio, and being a part of the railroad right-of-way as described in Mercer County Deed Records Volume 50, Page 27 and being more particularly described as follows:

Commencing at an iron pin at the northeast corner of Lot #88 (formerly Lot #16) of Rosenbeck's Addition to Coldwater; thence South 89° 23' 41" West 56.07 feet along the north line of said Lot #88 to an iron pin; thence South 00° 06' 05" East 66.20 feet to an iron pin on the south line of said Lot #88; thence South 24° 38' 35" West 73.21 feet to an iron pin on the south line of Lot #87, said iron pin being the TRUE POINT OF BEGINNING for the tract described herein; thence continuing South 24° 38' 35" West 73.23 feet to an iron pin on the south line of Lot #86; thence South 89° 21' 07" West 14.27 feet along the south line of Lot #86 to an iron pin at the southwest corner of said Lot #86; thence North 00° 07' 28" West 35.09 feet along the west line of Lot #86 to a point; thence in a northerly direction curving to the left with a radius of 1367.46 feet, an arc distance of 34.36 feet, said arc having a chord North 24° 24' 10" East 34.36 feet, to a point on the south line of Lot #87; thence North 89° 21' 58" East 30.68 feet along the south line of said Lot #87 to the point of

beginning containing 0.040 acres (1733 square feet), more or less, and being subject to all legal easements of record. This description was prepared from an actual survey completed in May, 1984, by Richard T. Mote, Registered Surveyor #5552.

Real estate taxes and assessments shall be prorated to the date of closing.

Last Transfer: Volume 85, Page 888, Deed Records of Mercer County, Ohio.

Permanent Parcels #05-043600.0000 and #05-043900.0000

Tax Map #08-34-103-003 and #08-34-103-009

**Restrictive Covenant**: Borrowers, 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 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, refinancing, foreclosure, or change in ownership of the unit occurring prior to the end of the Retention Period.
- (ii) In the case of a sale or refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the AHP 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 or refinancing of the unit; unless:
  - (A) The unit was assisted with a permanent mortgage loan funded by an AHP advance;
  - (B) The purchaser is a very low- or low- or moderate-income household as defined in the applicable Federal Housing Finance Agency regulations for the AHP (in which case the retention period ends with the conveyance to such purchaser); or
  - (C) Following a refinancing, 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), and (iii) contained herein.

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

IN WITNESS WHEREOF, the said Brian R. Welsch and Kelly L. Welsch, husband and wife, have hereunto set their hands this 1st day of July, 2009.

Brian R. Welsch  
Brian R. Welsch

Kelly L. Welsch  
Kelly L. Welsch

State of Ohio, County of Mercer, SS:

BE IT REMEMBERED that on this 1st day of July, 2009, before me, the subscriber, a Notary Public in and for said state, personally came Brian R. Welsch and Kelly L. Welsch, husband and wife, and the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.



THOMAS T. HOMAN, JR.  
Notary Public, State of Ohio  
My Comm. Expires April 29, 2013

Thomas T. Homan, Jr.  
Notary Public - State of Ohio

**TRANSFERRED**

JUL 09 2009

MARK GIESIGE  
COUNTY AUDITOR  
MERCER COUNTY, OHIO

Instrument prepared by:  
David Wm. Bruns  
Attorney Reg. #0002539  
123 West Main Street  
Coldwater, OH 45828  
Phone: 419-678-4317

~~Exemption paragraph.~~ conveyance Fee 234<sup>80</sup>  
The Grantor and Grantee of this deed have complied with the provisions of R. C. Sec. 319, 202 Mark Giesige Mercer County Auditor.  
KP 7-9-09  
Deputy Aud. Date