

DESCRIPTION  
**SUFFICIENT**  
FOR TAX MAPPING PURPOSES

MAR 23 2010

MERCER COUNTY  
TAX MAP DEPARTMENT

**TRANSFERRED**

MAR 23 2010

MARK GIESIGE  
COUNTY AUDITOR  
MERCER COUNTY, OHIO

*#22.50*  
~~Exemption paragraph~~ conveyance Fee \_\_\_\_\_  
The Grantor and Grantee of this deed have  
complied with the provisions of R. C. Sec.  
319. 202 Mark Giesige Mercer  
County Auditor  
*[Signature]* *3/23/10*  
Deputy Aud. Date

**OHIO WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS**

That, **Kenneth J. Mangen, a married man, Richard L. Mangen, an unmarried man, Charlene K. Schell, an unmarried woman, Lois A. Swoverland, an unmarried woman, Linda D. Moore, a married woman, and Mary J. Mangen, an unmarried woman**, by and through their attorneys-in-fact, **Joyce E. Meyer and John K. Mangen**, pursuant to written Limited Power of Attorney filed in Instrument #200900007717, Mercer County Recorder's Records, and **Joyce E. Meyer, a married woman, and John K. Mangen, a married man**, for valuable consideration, paid, grants, with general warranty covenants, to

**Ben Heyne**

whose **TAX MAILING ADDRESS** is 280 East Sycamore Street, Coldwater, Ohio 45828, the following real property:

Situated in the **VILLAGE** of **COLDWATER**, **COUNTY** of **MERCER**, and **STATE** of **OHIO**:

Commencing for the same at a point one hundred seventy-two (172) feet south and one hundred seventy-six and one-quarter (176 ¼) feet east of the southwest corner of lot number one hundred forty-seven (147), thence south one hundred twenty-nine and one-half (129 ½) feet more or less to the north line of Sycamore Street, thence east fifty-eight and three-quarters (58 ¾) feet, thence north one hundred twenty-nine and one-half (129 ½) feet more or less, thence west fifty-eight and three-quarters (58 ¾) feet to the place of beginning. (Being a part of Out Lot Number Forty-six [46]).

Tax parcel I.D. #05-029300.0000 / Tax Map #08-34-108-007

Prior Instrument Reference: Deed Volume 324, Page 446, Mercer County Recorder's Records.

Grantors and Grantee hereby acknowledge and agree that all real estate taxes and special assessments shall be prorated to the date of closing.

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 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, conveyance by deed in lieu of 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 or conveyance by deed in lieu of foreclosure.

And for valuable consideration, **Kenneth J. Mangen, a married man, and Regena L. Mangen, his wife, Richard L. Mangen, an unmarried man, Charlene K. Schell, an unmarried woman, Lois A. Swoverland, an unmarried woman, Linda D. Moore, a married woman, and Wayne L. Moore, her husband, Mary J. Mangen, an unmarried woman, James D. Meyer, spouse of Joyce E. Meyer, and Patricia A. Mangen, spouse of John K. Mangen,** by and through their attorneys-in-fact, Joyce E. Meyer and John K. Mangen, pursuant to written Limited Power of Attorney filed in Instrument #200900007717, Mercer County Recorder's Records, and **Joyce E. Meyer, a married woman, and John K. Mangen, a married man,** do hereby remise, release, and forever quit claim unto the said Grantee, his heirs and assigns, all their right and expectancy of dower in the above described premises.

Dated this 20 day of March, 2010.

Kenneth J. Mangen by Joyce E. Meyer POA  
**Kenneth J. Mangen by Joyce E. Meyer his attorney-in-fact**

Kenneth J. Mangen by John K. Mangen POA  
**Kenneth J. Mangen by John K. Mangen his attorney-in-fact**

Regena L. Mangen by Joyce E. Meyer POA  
**Regena L. Mangen by Joyce E. Meyer her attorney-in-fact**

Regena L. Mangen by John K. Mangen POA  
**Regena L. Mangen by John K. Mangen her attorney-in-fact**

AKA Regena L. Mangen

Dated this 20 day of March, 2010.

Richard L. Mangen by Joyce E. Meyer POA  
**Richard L. Mangen by Joyce E. Meyer his attorney-in-fact**

Richard L. Mangen by John K. Mangen POA  
**Richard L. Mangen by John K. Mangen his attorney-in-fact**

Dated this 20 day of March, 2010.

Charlene K. Schell by Joyce E. Meyer POA  
**Charlene K. Schell by Joyce E. Meyer her attorney-in-fact**

Charlene K. Schell by John K. Mangen POA  
**Charlene K. Schell by John K. Mangen her attorney-in-fact**

Dated this 20 day of March, 2010.

Lois A. Swoverland by Joyce E. Meyer POA  
Lois A. Swoverland by Joyce E.  
Meyer her attorney-in-fact

Lois A. Swoverland by John K. Mangen POA  
Lois A. Swoverland by John K. Mangen  
her attorney-in-fact

Dated this 20 day of March, 2010.

Mary J. Mangen by Joyce E. Meyer POA  
Mary J. Mangen by Joyce E.  
her attorney-in-fact

Mary J. Mangen by John K. Mangen POA  
Mary J. Mangen by John K. Mangen  
her attorney-in-fact

Dated this 20 day of March, 2010.

Linda D. Moore by Joyce E. Meyer POA  
Linda D. Moore by Joyce E.  
Meyer her attorney-in-fact

Linda D. Moore by John K. Mangen POA  
Linda D. Moore by John K. Mangen  
her attorney-in-fact

Wayne L. Moore by Joyce E. Meyer POA  
Wayne L. Moore by Joyce E.  
Meyer his attorney-in-fact

Wayne L. Moore by John K. Mangen POA  
Wayne L. Moore by John K. Mangen  
his attorney-in-fact

Dated this 20 day of March, 2010.

James D. Meyer by Joyce E. Meyer POA  
James D. Meyer by Joyce E.  
Meyer his attorney-in-fact

James D. Meyer by John K. Mangen POA  
James D. Meyer by John K. Mangen  
his attorney-in-fact

Joyce E. Meyer  
Joyce E. Meyer

Dated this 20 day of March, 2010.

Patricia A. Mangen by Joyce E. Meyer POA  
Patricia A. Mangen by Joyce E.  
Meyer her attorney-in-fact

Patricia A. Mangen by John K. Mangen POA  
Patricia A. Mangen by John K. Mangen  
her attorney-in-fact

John K. Mangen  
John K. Mangen

**STATE OF OHIO - COUNTY OF MERCER - ss:**

Before me, as **Notary Public** in and for said County and State, personally appeared the above-named **Kenneth J. Mangen, a married man, and Regena L. Mangen, his wife, Richard L. Mangen, an unmarried man, Charlene K. Schell, an unmarried woman, Lois A. Swoverland, an unmarried woman, Linda D. Moore, a married woman, and Wayne L. Moore, her husband, Mary J. Mangen, an unmarried woman, James D. Meyer, spouse of Joyce E. Meyer, and Patricia A. Mangen, spouse of John K. Mangen**, by and through their attorney-in-fact, **Joyce E. Meyer, and Joyce E. Meyer, a married woman**, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of herself and the parties mentioned herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at **Celina, Mercer County, Ohio**, this 20 day of **March, A.D. 2010**.



**Susan V. Kremer**  
**Notary Public, State of Ohio**  
**My Commission Expires July 6, 2011**

*Susan V. Kremer*  
**Notary Public for Ohio**  
**My Commission Expires:**

**STATE OF OHIO - COUNTY OF MERCER - ss:**

Before me, as **Notary Public** in and for said County and State, personally appeared the above-named **Kenneth J. Mangen, a married man, and Regena L. Mangen, his wife, Richard L. Mangen, an unmarried man, Charlene K. Schell, an unmarried woman, Lois A. Swoverland, an unmarried woman, Linda D. Moore, a married woman, and Wayne L. Moore, her husband, Mary J. Mangen, an unmarried woman, James D. Meyer, spouse of Joyce E. Meyer, and Patricia A. Mangen, spouse of John K. Mangen**, by and through their attorney-in-fact, **John K. Mangen, and John K. Mangen, a married man**, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of himself and the parties mentioned herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at **Celina, Mercer County, Ohio**, this 20 day of **March, A.D. 2010**.



**Susan V. Kremer**  
**Notary Public, State of Ohio**  
**My Commission Expires July 6, 2011**

*Susan V. Kremer*  
**Notary Public for Ohio**  
**My Commission Expires:**