DESCRIPTION SUFFICIENT FOR TAX MAPPING PURPOSES

JUN **07** 2010

MERCER COUNTY TAX MAP DEPARTMENT Exemption paragraph, conveyance Fee 137 SOTRANSFERRED

The Grantor and Grantee of this deed have

complied with the provisions of R. C. Sec. 319, 202 Mark Giesige Mercer

County Auditor.

Deputy Aud. Date

JUN 0 7 2010

MARK GIESIGE COUNTY AUDITOR MERCER COUNTY, OHIO

Know All Men by These Presents:

(General Warranty Deed)

THAT Ronald A. Braun, married, and Gerald L. Braun, married, of Mercer County, Ohio

for valuable consideration paid, Grant With General Warranty Covenants To

Ryan E. Guggenbiller and Mary B. Hinton their heirs and assigns forever, whose tax mailing address is 503 N. Second Street, Coldwater, Ohio 45828

the following described real estate:

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

Being in Section Twenty-seven (27), Town Six (6) South, Range Two (2) East, Butler Township, Mercer County, Ohio, starting at the centerline of the intersection of Vine Street and Second Street (also being known as State Route 118) of the Village of Coldwater, Ohio; thence North on and along the centerline of Second Street a distance of Four Hundred Thirty-four and Two Tenths (434.2) feet to a point, said point being the place of beginning; thence continuing North on and along the centerline of Second Street a distance of Sixty-one (61) feet to a point; thence East a distance of One Hundred Sixty-two (162) feet to a point; thence South Sixty-one (61) feet to a point; thence West a distance of One Hundred Sixty-two (162) feet to the place of beginning, subject to a Thirty (30) foot right-of-way for street purposes off the entire West side of such property.

Deed Reference: Instrument #200600004591, Mercer County Official Records.

Tax ID #05-002200.0000 Tax Map #08-27-303-003

Real estate taxes and assessments shall be prorated to 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 all the Estate, Right, Title and Interest of the said Grantors in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging, to said Grantees, Ryan E. Guggenbiller and Mary B. Hinton, their heirs and assigns forever. And the said Grantors, Ronald A. Braun, married, and Gerald L. Braun, married, do hereby Covenant and Warrant that the title so conveyed is Clear, Free and Unencumbered, and that they will Defend the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Ronald A. Braun and Carolyn Braun, his wife, and Gerald L. Braun and Ruth Braun, his wife, who hereby release all their right and expectancy of dower in the premises, have hereunto set their hands on this ______ day of June, 2010.

Ronald A. Braun

Conald a. Braun

Caralym Draym

Serald L. Braun

TUTO

Ruth Braun

STATE OF OHIO, COUNTY OF MERCER, SS:

BE IT REMEMBERED, that on this $\underline{\mathcal{H}}$ day of June, 2010, before me, the subscriber, a notary public in and for said State, personally came **Ronald A. Braun and Carolyn Braun**, his wife, 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

official seal on the day and year last aforesaid.

Notary Public



STATE OF OHIO, COUNTY OF MERCER, SS:

BE IT REMEMBERED, that on this 4th day of June, 2010, before me, the subscriber, a notary public in and for said State, personally came Gerald L. Braun and Ruth Braun, his wife, 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 official seal on the day and year last aforesaid.

Notary Public

RANDALL K. EVERS, Notary Public in and for the State of Ohio My Comm. Expires Sept. 3, 2013