

DESCRIPTION  
**SUFFICIENT**  
FOR TAX MAPPING PURPOSES  
  
MAR 16 2011  
  
MERCER COUNTY  
TAX MAP DEPARTMENT

**TRANSFERRED**  
  
MAR 16 2011  
  
RANDALL E. GRAPNER  
COUNTY AUDITOR  
MERCER COUNTY, OHIO  
**WARRANTY DEED**

304.20  
~~Exemption paragraph~~, conveyance  
Fee \_\_\_\_\_ The Grantor and Grantee  
of this deed have complied with the  
provisions of R.C. Sec. 319, 202  
Randall E. Grapner  
Mercer County Auditor.  
KS 3/16/2011  
Deputy Aud. Date

KNOW ALL MEN BY THESE PRESENTS, THAT LINDEN G. KROUSKOP and COLLEEN A. KROUSKOP, Husband and Wife, Both Adults, the GRANTORS, in consideration of One Dollar (\$1.00) and other valuable considerations to them in hand paid by MARSHALL D. SMITH, the GRANTEE, whose tax mailing address is 156 E. Second Street, Rockford, Ohio 45882, do hereby Grant, Bargain, Sell, and Convey to the said GRANTEE, his heirs and assigns forever, the following described real estate, situate in the Village of Rockford in the County of Mercer and State of Ohio, to-wit:

Being Lot Numbered One Hundred Thirteen (113) of the revised numbering of the lots of the Village of Rockford, Ohio, as the same is shown and delineated upon the recorded plat of said village.

Subject to covenants, easements and restrictions, if any, appearing in the public records.

Tax Parcel No. 8-016900.0000  
Map No. 02-16-353-002

RESTRICTIVE COVENANT:  
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 in this property 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 or any assignment of the first mortgage to the Secretary of HUD.


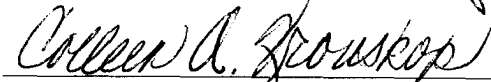
Prior Transfer: Instrument #201000000883

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 GRANTEE, his heirs and assigns forever.

And the said GRANTORS, LINDEN G. KROUSKOP and COLLEEN A. KROUSKOP, do hereby covenant and warrant that the title so conveyed is clear, free, and unincumbered, and that they will defend the same against all lawful claims of all persons whomsoever.

Grantors release all rights of dower therein, if any.

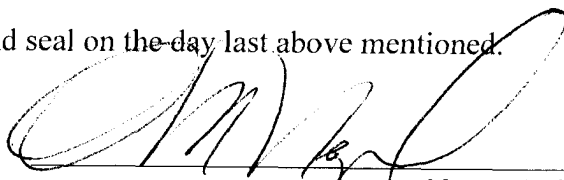
WITNESS our hands this 14<sup>th</sup> day of March, 2011.

  
LINDEN G. KROUSKOP  
  
COLLEEN A. KROUSKOP

STATE OF OHIO:  
COUNTY OF Van Wert : SS:

On this 14<sup>th</sup> day of March, A.D., 2011, before me a Notary Public in and for said County, personally came LINDEN G. KROUSKOP and COLLEEN A. KROUSKOP, the GRANTORS in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

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

  
-Notary Public



ANN M. NAGEL  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES NOV. 4, 2014

This instrument prepared by:  
Attorney Charles F. Koch  
KOCH LAW OFFICES  
106 West Main Street  
Van Wert, Ohio, 45891