

DESCRIPTION
SUFFICIENT
FOR TAX MAPPING PURPOSES

APR 24 2012

MERCER COUNTY
TAX MAP DEPARTMENT

TRANSFERRED

APR 24 2012

RANDALL E. GRAPNER
COUNTY AUDITOR
MERCER COUNTY, OHIO

~~Exemption paragraph~~, convenience fee 322⁰⁰
The Grantor and Grantee of this deed have
complied with the provisions of R.C. Sec 319,
202 Randall E. Grapner Mercer County Auditor.

WARRANTY DEED

KP 4-24-12
Deputy Aud. Date

KNOW ALL MEN BY THESE PRESENTS That DAVID D. SHUTTLEWORTH and KARI M. SHUTTLEWORTH, Husband and Wife, the Grantors, in consideration of One Dollar (\$1.00) and other good and valuable considerations, to them in hand paid by KEVIN M. FULLENKAMP, whose tax-mailing address is 1650 Union City Road, Ft. Recovery, Ohio 45846, do hereby Grant, Bargain, Sell and Convey to the said KEVIN M. FULLENKAMP, his heirs and assigns forever, the following described Real Estate:

Situated in the Township of Gibson, County of Mercer and State of Ohio:

Commencing at a point in the center of the Hillgrove Pike, said point being located Twelve Hundred Eleven (1211) feet East and Two Hundred Forty-six (246) feet North 19° East on the centerline of said Pike of the Southwest corner of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Sixteen (16), Town Fifteen (15) North, Range One (1) East, Gibson Township, Mercer County, Ohio; thence East on an established line One Hundred Fifty (150) feet; thence North 19° East, One Hundred Sixteen (116) feet; thence West One Hundred Fifty(150) feet to the centerline of said pike; thence South 19° West on the centerline of said Pike, One Hundred Sixteen (116) feet to the place of beginning, containing Thirty-eight Hundredths (0.38) of an acre of land, more or less.

Parcel No: 16-014400.0000 (.38 ACRES)

Map No: 13-16-300-010

Last Transfer: Instrument Number 201000002345, Official Records, Recorder's Office, Mercer County, Ohio.

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.

Grantees interest in the real estate shall be subject to the Restrictive Covenant attached as Exhibit "A" and incorporated herein by this reference.

And the said Grantors 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.

The real property described above is conveyed subject to, and there are excepted from the general warranty covenants, the following:

1. All easements, covenants, conditions and restrictions of record;
2. All legal highways;
3. Zoning, building and other laws, ordinances and regulations;
4. Real estate taxes and assessments not yet due and payable; and
5. Rights of tenants in possession.

Executed on this 20th day of ~~March~~^{April}, 2012, by DAVID D. SHUTTLEWORTH and KARI M. SHUTTLEWORTH, Husband and Wife.

David D. Shuttleworth
DAVID D. SHUTTLEWORTH

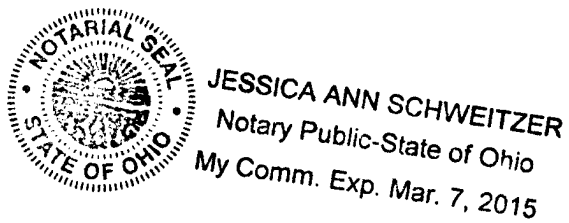
Kari M. Shuttleworth
KARI M. SHUTTLEWORTH

STATE OF OHIO)
)SS:
COUNTY OF Darke)

The foregoing instrument was acknowledged before me this 20th day of ~~March~~^{April}, 2012, by DAVID D. SHUTTLEWORTH and KARI M. SHUTTLEWORTH, Husband and Wife, the Grantors, and that the same was their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Official Seal on the day and year aforesaid.

Jessica Ann Schweitzer
NOTARY PUBLIC (Schweitzer)



This instrument prepared by: Scott D. Rudnick, Attorney at Law, 121 W. Third Street, Greenville, Ohio 45331. (EXECUTED OUTSIDE THE PRESENCE OF)

Exhibit "A"

**FEDERAL HOME LOAN BANK OF CINCINNATI
2012 Welcome Home Retention Language**

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.