TRANSFERRED

JUN 1 1 2014

Examption paragraph, conve The Grantor and Grantee of this deed have complied with the provisions of R.C. Sec 319, 202 Rendell E. Grapner Mercer County Auditor.

DESCRIPTION
SUFFICIENT
FOR TAX MAPPING PURPOSES

JUN 1 1 2014

RANDALL E. GRAPNER **COUNTY AUDITOR** MERCER COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, that MATTHEW J.

BURKLO and ANGELINA R. BURKLO, husband & wife, the Grantors, of Mercer County, Ohio, for valuable consideration paid, grant with general warranty covenants to TRENT D. GERLACH, the Grantee, whose tax mailing address will be 319 South Market Street, Coldwater, Ohio 45828 the following real property:

Situated in the Village of Coldwater, Mercer County, Ohio; to wit,

Lot two hundred fifty-eight (258). ALSO, the West half of the alley lying to the West of Lot 258 vacated in Ordinance No. 1617 and recorded in Instrument #201400002057. 05-063400.0000 Tax parcel:

Map:

05-33-236-007

Prior deed:

OR 139 page 0756

Premises address:

319 South Market Street Coldwater, Ohio 45828

Federal Home Loan Bank of Cincinnati 2014 Welcome Home Retention Language

The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or exhibit. If recorded as a Restrictive Covenant, the document must reference the warranty deed.

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.

- 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.
- 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.

Subject however, to all legal highways, and subject to, and with the benefit of all restrictions, conditions, limitations, reservations, easements, rights of way and covenants of record, if any, and to zoning restrictions which have been imposed thereon, if any.

In witness whereof, **MATTHEW J. BURKLO** and **ANGELINA R. BURKLO**, the Grantors, each of whom hereby release all right and expectancy of dower herein, have set their hands the date and place below stated.

MATTHEW J. BURKLO

ANGELINA R. BURKLO

STATE OF OHIO

Medron

COUNTY, SS:

BE IT REMEMBERED that on this $\sqrt{5}$ day of May, 2014, before me, a notary public in and for said county and state, personally came **MATTHEW J. BURKLO** and **ANGELINA R. BURKLO**, the Grantors in the foregoing deed and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the year and day last aforesaid.

Prepared by:

KENNETH E. HITCHEN

Attorney at Law 510 West South St.

St. Marys Ohio 45885 Ph: 419-394-7431

Fax: 419-394-7432

NOTARY PUBLIC



