

DESCRIPTION
SUFFICIENT
FOR TAX MAPPING PURPOSES

MAY 07 2015

MERCER COUNTY
TAX MAP DEPARTMENT

TRANSFERRED

MAY 07 2015

RANDALL E. GRAPNER
COUNTY AUDITOR
MERCER COUNTY, OHIO

~~Exemption paragraph, no recording fee~~ 374⁵⁰
The Grantor and Grantee of this deed have
complied with the provisions of R.C. Sec 330,
202 Randall E. Grapner Mercer County Auditor.

KP 5-7-15
Deputy Aud. Note

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **PATRICK T. GETTS**, unmarried, Grantor, for valuable consideration paid, grants, with general warranty covenants, to **TYLER J. DREES**, Grantee, whose mailing address is 5297 Windward Lane, Celina, OH 45822, the following real property (the "Premises"):

Situated in the Township of Franklin, County of Mercer and State of Ohio, bounded and described as follows:

Being Lot Numbered 51 of South Pointe Subdivision Third Addition, a Planned Unit Development, as shown on the recorded plat thereof as recorded in Re-Plat Cabinet 3 Page 97, subject to all easements, conditions and restrictions of record, and also subject to the Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements as recorded in Official Records Volume 190, Page 1026 Mercer County Recorder's Official Records.

Prior Instrument Reference: Instrument No. 200600007392 at Volume 2006, Page 7392, of the Official Records of Mercer County, Ohio. See also Instrument #200800005795.

Parcel #09-033000.5100 Tax Map #09-20-282-045

SEE ATTACHED EXHIBIT "A" FOR DEED RESTRICTIONS.

The Premises is conveyed subject to, and there are hereby excepted from the general warranty covenants, the following:

- (i) All easements, rights-of-way, restrictions, covenants, reservations, and encumbrances of record;
- (ii) All legal highways; and
- (iii) Real estate taxes and assessments currently a lien on the Premises, all of which shall be prorated to date of closing.

Prior Instrument Reference: Instrument 200800005795, Mercer County Official Records.

Executed on the 7th day of May, 2015.


PATRICK T. GETTS


STATE OF OHIO
COUNTY OF SHELBY / ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named PATRICK T. GETTS, unmarried, Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Sidney, Ohio this 7th day of May, 2015.



PAULA J. BARHORST
Notary Public, State of Ohio
My Comm. Expires, Mar. 9, 2019


Notary Public

This instrument prepared by: Faulkner, Garmhausen, Keister & Shenk, A Legal Professional Association
Courtview Center, Suite 300, 100 S. Main Avenue, Sidney, OH 45365

EXHIBIT "A"

Borrower(s), 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, assignment of the first mortgage to the Secretary of HUD, 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 of the unit 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.