

DESCRIPTION  
SUFFICIENT  
FOR TAX MAPPING PURPOSES

MAY 11 2016

MERCER COUNTY  
TAX MAP DEPARTMENT

**TRANSFERRED**

MAY 11 2016

RANDALL E. GRAPNER  
COUNTY AUDITOR  
MERCER COUNTY, OHIO

Exemption paragraph, conveyance Fee 227<sup>90</sup>  
The Grantor and Grantee of this deed have  
complied with the provisions of R.C. Sec 319,  
202 Randall E. Grapner Mercer County Auditor.

K.P. 5-11-16  
Deputy Aud. Date

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS that CHRIS A. MOELLER, a married man, the Grantor, in consideration of One Dollar (\$1.00) and other good and valuable considerations, to him in hand paid by JUSTIN C. MOELLER, whose tax-mailing address is 2602 Burkettsville-St. Henry Road, Saint Henry, Ohio 45883, does hereby Grant, Bargain, Sell and Convey to the said JUSTIN C. MOELLER, his heirs and assigns forever, the following described Real Estate:

Situated in the Village of Ft. Recovery, County of Mercer, and State of Ohio, bounded and described as follows:

Being Lot Number Twenty-seven (27) in Geo. W. Krenning's Addition to the Village of Fort Recovery, Ohio, Gibson Township, Mercer County, Ohio, as the same appears upon the recorded plat thereof, subject to all conditions, restrictions, privileges, limitations, reservations, and easements of record.

Parcel No: 17-043900.0000 (Lot No. 27)

MAP NO. 13-09-356-009

Last Transfer: Instrument Number 201600001078, Official Records, Recorder's Office, Mercer County, Ohio.

and all the Estate, Right, Title and Interest of the said Grantor 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 Grantor does hereby **Covenant and Warrant** that the title so conveyed is Clear, Free and Unencumbered, and that he will **Defend** the same against all lawful claims of all persons whomsoever.

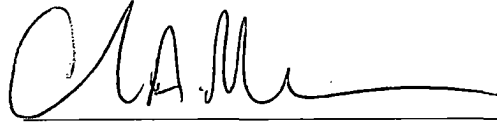
***Subject to Welcome Home Retention attached as Exhibit "A" attached hereto;***

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 2<sup>nd</sup> day of May, 2016, by CHRIS A. MOELLER and LISA MOELLER, Husband and Wife, who hereby release all right and expectancy of dower in said premises.



CHRIS A. MOELLER



LISA MOELLER

STATE OF OHIO                    )  
  )SS:  
COUNTY OF Merceer        )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2016, by CHRIS A. MOELLER and LISA MOELLER, Husband and Wife, the Grantors, who acknowledged that they did sign the foregoing instrument 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.



NOTARY PUBLIC



Sandra K. Keller  
Notary Public-State of Ohio  
My Comm. Exp. Nov. 3, 2018

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

Exhibit "A"

Borrower(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (FHLB Cincinnati) 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 FHLB 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 FHLB 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 FHLB Cincinnati 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.