

DESCRIPTION
SUFFICIENT
FOR TAX MAPPING PURPOSES

APR 15 2019

MERCER COUNTY
TAX MAP DEPARTMENT

TRANSFERRED

APR 15 2019

RANDALL E. GRAPNER
COUNTY AUDITOR
MERCER COUNTY, OHIO

Exemption paragraph, conveyance Fee 407⁸⁰
The Grantor and Grantee of this deed have
compiled with the provisions of R.C. Sec 319,
202 Randall E. Grapner Mercer County Auditor.

KP 4-15-19
Deputy Aud. Date

GENERAL WARRANTY DEED

Joseph M. Portz and Debra A. Portz, husband and wife, of Mercer County, Ohio, the Grantor, for valuable consideration paid, grants and conveys with general warranty covenants to Travis Schwieterman, the Grantee, whose tax-mailing address is 5330 U.S. Rte. 127, Celina, Ohio 45822 the following described premises:

Situate in the Township of Butler, in the County of Mercer, and the State of Ohio, to-wit:

Being Lot Number Five (5) in Oliger's Allotment, Butler Township, Mercer County, Ohio, subject to all conditions, restrictions and limitations imposed thereon and also subject to all legal highways.

ALSO, an undivided one-half (1/2) interest in a water well on the line between said Lot Number Five (5) and Lot Number Six (6) of said allotment, said well to be used in common by the owner of said Lots Numbered Five (5) and Six (6) and such right to run with the land and to be limited to use on said respective lots by the parties hereto and their heirs and assigns. The owners of said Lots Numbered Five (5) and Six (6) to provide their own connections and pumping equipment and to maintain the same at their sole expense, but any repairs or cost of maintenance of said well to be borne equally by the owners of said Lots Numbered Five (5) and Six (6) and such obligation to run with the land.

Parcel # 02-009200.0000

Tax Map # 08-24-277-005

Prior Deed Reference: Vol. 313 Pg. 550 recorded 5/15/1990 in the Official Records of Mercer County, Ohio.

RESTRICTION: Grantee, 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 and reside in this property as their primary residence for a period of five (5) years (Retention Period) from the date of the loan closing or certification of project completion.

- (i) The FHLB Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, Ohio 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 FHLB Cincinnati from any net gain realized upon the sale or refinancing of the unit; unless:

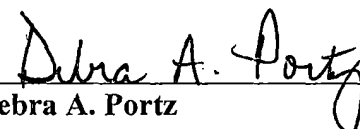
- (A) The unit was assisted with a permanent mortgage loan funded by an AHP advance;
 - (B) The purchaser is a very low- or low- or moderate-income household as defined in the applicable Federal Housing Finance Agency regulations for the AHP (in which case the retention period ends with the conveyance 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.

Grantees agree to be liable for and pay the real estate taxes and assessments due and payable commencing on the date of recording this document, and all thereafter.

Grantors, hereby grant and convey all the *Estate, Right, Title and Interest* of the said Grantors in and to said premises and release all rights to the said property; *To have and to hold* the same, with all the privileges and appurtenances thereunto belonging, to said Grantee, **Travis Schwieterman**. And the said **Joseph M. Portz and Debra A. Portz, husband and wife**, do hereby *Covenant and Warranty* 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.

IN WITNESS WHEREOF, the said **Joseph M. Portz and Debra A. Portz** have hereunto set their hands on this 12 day of April, 2019.


Joseph M. Portz


Debra A. Portz

State of Ohio
County of Mercer ss:

BE IT REMEMBERED, that on this 12 day of April, 2019 before me the subscriber, a Notary Public in and for said county, personally came **Joseph M. Portz and Debra A. Portz, husband and wife**, the Grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



BETTY DU BRY
NOTARY PUBLIC - STATE OF OHIO
MERCER COUNTY
My Commission Expires September 14, 2019


Notary Public

This Instrument was prepared by: Matthew L. Gilmore Attorney at Law, Gilmore and Delzeith Co., LPA, 118 West Market Street, Celina, Ohio 45822. Tel: (419) 586-8120 Fax: (419) 586-7122, St. Henry Office, 642 E. Main Street, St. Henry, Ohio 45883. Tel: (419) 733-9110 without benefit of title search.