Instrument #201900001952 Recorded: 5/14/2019 2:31 PM 2 Pages, DEED

Total Fees: \$28.00 Angela N. King, Recorder, Mercer County, OH Dropped off by: KNAPKE/JEFF

DESCRIPTION SUFFICIENT FOR TAX MAPPING PURPOSES

MAY 142019

MERCER COUNTY
TAX MAP DEPARTMENT

TRANSFERRED

MAY 1 4 2019

RANDALL E. GRAPNER COUNTY AUDITOR MERCER COUNTY, OHIO Exemption paragraph, conveyance Fee 50
The Grantor and Grantee of this deed have complied with the provisions of R.C. Sec 319, 202 Randall E. Grapner Mercer County Auditor.

Deputy And, Date

OHIO WARRANTY DEED

Know All Persons By These Presents

That, Joseph A. Obringer, an unmarried man, for valuable consideration paid, grants with general warranty covenants, to

Cody L. Madaj

whose tax mailing address is 314 South Market Street, Coldwater, Ohio 45828, the following real property:

Situated in the VILLAGE of COLDWATER, COUNTY of MERCER and STATE of OHIO:

Being Inlot Number One Hundred Twenty-four (124) in the incorporated Village of Coldwater, Mercer County, Ohio, as shown on the recorded plat of said Village.

Tax Parcel I.D. #05-049200.0000 / Tax Map #08-33-235-007

Prior Instrument Reference: Instrument #201700004144, Mercer County Recorder's Records.

Grantor and Grantee hereby acknowledge and agree that all real estate taxes and special assessments shall be prorated to the date of closing.

Grantee(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 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, 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 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.

Dated: May 13, 2019

Joseph A. Obringer

STATE OF OHIO - COUNTY OF MERCER - ss:

Before me, as **Notary Public** in and for said County and State, personally appeared the above-named **Joseph A. Obringer, an unmarried man,** 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 on the day and year set forth above.

GINA ROSE
Notary Public, State of Ohio
My Commission Expires
August 2, 2023
Recorded in Mercer County

Notary Public for Ohio

My Commission: Expires 8/2/2023

This instrument prepared by: KNAPKE LAW OFFICE, LLC, 115 N. Walnut St., Celina, OH 45822