Instrument #202000001294 Recorded: 3/16/2020 1:47 PM 3 Pages, DEED
Total Fees: \$42.00 Angela N. King, Recorder, Mercer County, OH Dropped off by: FOUR DIAMOND/JEFF

DESCRIP**TION** SMAF**ICIENT** FORTAL MAPPING **PURPOSES**

MAR 16 2020

MERCER COUNTY
TAX MAP DEPARTMENT

TRANSFERRED

MAR 1 6 2020

RANDALL E. GRAPNER COUNTY AUDITOR MERCER COUNTY, OHIO 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 Aud. Date 3-16-2020

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Scott J. Gehle and Angela M Gehle**, husband and wife, the Grantors, for valuable consideration paid, grant, with general warranty covenants, to **Richard L. Tomasko**, the Grantee, whose tax mailing address will be 625 W Main Street, Coldwater, Ohio 45828, the following described real estate, to-wit:

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

Being Lot Number Three Hundred Seventy-five (375) of the Incorporated Village of Coldwater, Ohio, as the same is found on the Recorded Plat of the Incorporated Village of Coldwater, Ohio.

Subject to the following deed restrictions:

- "Grantee(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's (the FHLB Cincinnati) Affordable Housing Program (AHP), 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 PO. Box 598; Cincinnati, OH 45201-0598, is to be given written notice of any sale, transfer, assignment of title or deed such as to the Secretary of HUD, foreclosure, or refinancing of the unit by the household occurring during the AHP 5- year Retention Period.
- (ii) In the case of a sale, transfer, assignment of title or deed, or refinancing of the unit by the household during the Retention Period, the Bank shall be repaid the lesser of: (A) the AHP subsidy, reduced on a pro rata basis per month until the unit is sold, transferred, or its title or deed transferred, or is refinanced, during the AHP 5-year retention period; or (B) any net proceeds from the sale, transfer, or assignment of title or deed of the unit, or the

refinancing, as applicable, minus the AHP-assisted household's investment; unless one of the following exceptions applies:

- 1. The unit was assisted with a permanent mortgage loan funded by an AHP advance;
- 2. The subsequent purchaser, transferee, or assignee 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);
- 3. The amount of the AHP subsidy that would be required to be repaid is \$2,500 or less; or
- 4. 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 event of foreclosure or, conveyance by deed in lieu of foreclosure, an assignment of a Federal Housing Administration first mortgage to the Secretary of HUD, or death of the AHP—assisted homeowner."

Taxes shall be prorated to date of closing.

Parcel No. 05-075500.0000

Tax Map: 08-33-205-002

Property Address: 625 W. Main St, Coldwater, Ohio 45828

Prior Instrument Reference: 200600002388 of the Official Records of Mercer County, Ohio.

Executed this on $\frac{14^{11}}{12}$ day of March, 2020.

Scott J. Geble

Angelá M. Gehle

STATE OF OHIO, COUNTY OF MERCER, SS:

BE IT REMEMBERED that on this ______ day of March, 2020, before me, a Notary Public in and for said county and state, personally came, Scott J. Gehle and Angela M. Gehle, husband and wife, 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.

KAREN TESTER
Notary Public - State of Ohio
My Commission Expires
01-30-2021
Recorded in Mercer County

Notary Public

"This is an acknowledgement clause. No oath or affirmation was administered to the signers"

Prepared By: Peter R. VanArsdel, Atty P.O. Box 86 Celina, OH 45822 419-953-9003