Instrument #202100003630 Recorded: 6/9/2021 10:06 AM 3 Pages, DEED Total Fees: \$42.00 Angela N. King, Recorder, Mercer County, OH Dropped off by: SHB/JUDY

> DESCRIPTION SUFFICIENT FOR TAX MAPPING PURPOSES

> > JUN 0 9 2021

MERCER COUNTY

TAX MAP DEPARTMENT

TRANSFERRED

JUN 0 9 2021

RANDALL E. GRAPNER COUNTY AUDITOR MERCER COUNTY, OHIO

Exemption paragraph, conveyance Fee 462 The Grantor and Grantee of this deed have complied with the provisions of R.C. Sec 319, 202 Randall E. Grapner Mercer County Auditor.

## **OHIO WARRANTY DEED**

## KNOW ALL MEN BY THESE PRESENTS:

JOSEPH E. KAHLIG and RUTH A. KAHLIG, husband and wife, of Mercer County, Ohio, for valuable consideration paid, grant, with general warranty covenants, to MATTHEW A. KUNK, whose tax mailing address is 361 E. Sycamore Street, Coldwater, Ohio 45828, the following real property:

Situated in the State of Ohio, County of Mercer and in the Village of Coldwater and being Lot No. 331 in Fetzer's Third Addition to the Village of Coldwater, Ohio as found on the recorded plat of said Village.

Parcel No. 05-071100.0000 Map No. 08-34-112-011

Last Transfer: Instrument No. 201900002095, Official Records of Mercer County, Ohio.

See Welcome Home Retention Language attached hereto as Exhibit A.

IN WITNESS WHEREOF, the said JOSEPH E. KAHLIG and RUTH A. KAHLIG, husband and wife, who hereby release all right and expectancy of dower in said premises, have hereunto set their hands this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2021.

Joseph E. Kahlig

## WARRANTY DEED (JOSEPH E. & RUTH A. KAHLIG TO MATTHEW A. KUNK)

STATE OF OHIO, COUNTY OF MERCER, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by JOSEPH E. KAHLIG and RUTH A. KAHLIG, husband and wife.

Notary Public

RANDALL BRUNS NOTARY PUBLIC • STATE OF OHIO MY COMMISSION EXPIRES AUGUST 1, 2021

Prepared by Steven P. Mielke, Attorney at Law, 425 East Spring Street, St. Marys, Ohio 45885 realestate\kahlig.kunk.deed

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## **EXHIBIT A**

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 P.O. 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.