

DESCRIPTION
SUFFICIENT
FOR TAX MAPPING PURPOSES

SEP 27 2021

MERCER COUNTY
TAX MAP DEPARTMENT

TRANSFERRED

SEP 27 2021

RANDALL E. GRAPNER
COUNTY AUDITOR
MERCER COUNTY, OHIO

~~Exemption paragraph, conveyance Fee~~ **434.00**
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

KJ 9/27/2021

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that JAMIE N. MASSIE, unmarried,
Grantor, for valuable consideration paid, grants, with general warranty covenants, to MCKENSIE
L. SIMONS, unmarried and JACOB SIMONS, unmarried, for their joint lives with the remainder
to the survivor of them, Grantees, whose tax mailing address is 8642 Jackson St., Celina, OH
45822, for the following real property (the "Property"):

Situated in the Township of Center, Village of Neptune, County of Mercer, and
State of Ohio, to wit:

Sixty-six (66) feet of uniform width off the northerly end of Lots Numbered Sixty-
nine (69) and Seventy (70) in the First Extension to the Village of Neptune, Ohio,
as the same are shown on the recorded plat thereof, Recorder's office, Mercer
County, Ohio.

ALSO:

A strip of land 132 feet by 33 feet butting the northeast side of the aforesaid Lots
69 and 70 and being that portion of South Street vacated to the previous owners in
the change of title herein by virtue of a resolution adopted by the Mercer County,
Ohio Commissioners and recorded in Volume 212, Page 536, Deed Records,
Mercer County, Ohio.

Parcel Numbers: 06-033400.0000 and 06-033600.0000
Tax Map Numbers: 06-14-309-010 and 06-14-309-009

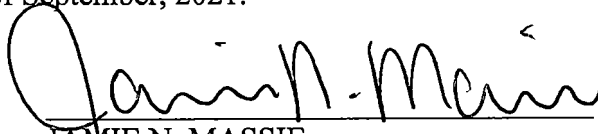
**Subject to Restrictive Covenants of Superior Credit Union, Inc. as attached as
Exhibit "A" which is considered part of this deed of conveyance.**

Prior Instrument Reference: Instrument# 2017000029970.

The Property is conveyed subject to, and there are hereby excepted from the general warranty covenants, the following:

- (i) All easements, rights-of-way, restrictions, covenants, reservations, and encumbrances of record;
- (ii) All legal highways;
- (iii) Building and zoning statutes, ordinances, codes, rules, and regulations;
- (iv) Real estate taxes and assessments currently a lien on the Property, all of which shall be prorated to date of closing.

Executed on the 24th day of September, 2021.


JAMIE N. MASSIE

STATE OF OHIO)
)SS:
COUNTY OF AUGLAIZE)

The foregoing instrument was acknowledged before me this 24th day of September, 2021 by JAMIE N. MASSIE.



KEITH M. SCHNELLE, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
O.R.C. Section 147.03


Notary Public

*This instrument prepared by
Schnelle Law Office, LLC, Sidney, OH 45365*

EXHIBIT "A"

Grantee(s) for and in consideration of receiving direct subsidy funds from Superior Credit Union, Inc. 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) Superior Credit Union, Inc. whose mailing address is 4230 Elida Rd., Lima, OH 45807, 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 Superior Credit Union, Inc. 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 income 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 Superior Credit Union, Inc. 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.