

TRANSFERRED

DESCRIPTION
SUFFICIENT
FOR TAX MAPPING PURPOSES

JUN 27 2023

MERCER COUNTY
TAX MAP DEPARTMENT

JUN 27 2023

RANDALL E. GRAPNER
COUNTY AUDITOR
MERCER COUNTY, OHIO

Exemption paragraph, conveyance Fee 1295⁰⁰
The Grantor and Grantee of this deed have
complied with the provisions of R.C. Sec 319,
202 Randall E. Grapner Mercer County Auditor.

KP 6-27-2023
Deputy Aud. Date

**WARRANTY DEED
(JOINT AND SURVIVORSHIP)**

KNOW ALL MEN BY THESE PRESENTS:

THAT MACY N. HOPKINS, FKA MACY N. MILLER, married, GRANTOR, of Mercer County, Ohio, for valuable consideration do hereby **GRANT, BARGAIN, SELL, AND CONVEY** with general warranty covenants to **NATHAN M. LEFELD and JESSIE KRAMER**, Grantees, whose tax mailing address is 421 Linn St., St. Henry, OH 45883, *for their joint lives, the remainder to the survivor of them*, the following described real estate as follows:

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

Being Lot No. Ten (10) in the Northview Estates First Addition to the Village of St. Henry, Ohio as the same is shown on the recorded plat thereof in Plat Cabinet 1, Page 293, Mercer County Plat Records, subject to the covenants and restrictions in Volume OR 46, Page 883, Mercer County Official Records.

Tax ID No.: 23-001312.0124
Map No.: 11-16-478-001

LAST TRANSFER: Instrument #200900007314 of the Official Records of the Mercer County, Ohio Recorder's Office

Grantor shall pay all real estate taxes and assessments due and payable in July 2023 and the Grantors shall pay all real estate taxes and assessments due and payable thereafter.

and all the **ESTATE, RIGHT, TITLE AND INTEREST** of the said Grantor in and to the said premises; to have and to hold the same, with all the privileges and appurtenances thereunto belonging, to said Grantee, their heirs, successors, and assigns forever.

And the said **MACY N. HOPKINS** do hereby **COVENANT AND WARRANT** 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.

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.

IN WITNESS WHEREOF, The said **MACY N. HOPKINS and MATTHEW HOPKINS**, husband and wife, hereby release their right and expectancy of dower in said premises and have hereunto set their hands this 26 day of June, 2023.

Signed and acknowledged by:


MACY N. HOPKINS


MATTHEW HOPKINS


**STATE OF OHIO
COUNTY OF MERCER**

The foregoing instrument was acknowledged before me this 26th day of June, 2023 by Macy N. Hopkins and Matthew Hopkins, husband and wife.

Acknowledgement only. No oath or affirmation was administered to the Signer(s).



MATTHEW J. WUEBKER
Attorney at Law
Notary Public, State of Ohio
My Comm. Has No Exp. Date
R.C. Sec. 147.03


Notary Public

Instrument prepared by: Matthew J. Wuebker, HOWELL, GAST-SCHLATER & CO., L.P.A., Attorney at Law, 397 N. Eastern Ave., P.O. Box 317, St. Henry, Ohio 45883-0317, (419) 678-7111, FAX: (419) 678-7332, E-MAIL: mwuebker@howellcolaw.com, REG. NO 0091134.