

DESCRIPTION
SUFFICIENT
FOR TAX MAPPING PURPOSES

DEC 28 2023

MERCER COUNTY
TAX MAP DEPARTMENT

TRANSFERRED

DEC 28 2023

RANDALL E. GRAPNER
COUNTY AUDITOR
MERCER COUNTY, OHIO

Exemption paragraph, conveyance Fee 630⁰⁰
The Grantor and Grantee of this deed have
complied with the provisions of R.C. Sec 319,
202 Randall E. Grapner Mercer County Auditor.

K.P. 12.28.2023
Deputy Aud. Date

**WARRANTY DEED
KNOW ALL MEN BY THESE PRESENTS:**

THAT DUSTIN E. SCHEMMEL and ALYSSA A. SCHEMMEL, husband and wife, GRANTORS, of Mercer County, Ohio, for valuable consideration does hereby **GRANT, BARGAIN, SELL, AND CONVEY** with general warranty covenants to **BRYCE HEMMELGARN**, Grantee, whose tax mailing address is 504 E North St., Coldwater, OH 45828, his heirs, successors and assigns forever, the following described real estate:

Situated in the Village of Coldwater, County of Mercer, and State of Ohio, to-wit;

Being Lot Number Two Hundred Forty-five (245) in Fetzer's First Addition to the Village of Coldwater, Ohio, as same is set forth on the recorded plat thereof in the Records Office of Mercer County, Ohio, subject to all easements and restrictions of record imposed thereon.

Tax ID# 05-062100.0000
Map# 08-27-378-005

LAST TRANSFER: Instrument #202300000172 of the Mercer County, Ohio, Official Records.

All real estate taxes and assessments due and payable shall be prorated to the date of closing.

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


- (iii) 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.
- (iv) 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.

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


And the said **DUSTIN E. SCHEMMEL and ALYSSA A. SCHEMMEL**, 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.

IN WITNESS WHEREOF, The said **DUSTIN E. SCHEMMEL and ALYSSA A. SCHEMMEL**, husband and wife, hereby release their right and expectancy of dower in said premises and have hereunto set their hands this 28th day of December, 2023.

Signed and acknowledged by:



DUSTIN E. SCHEMMEL



ALYSSA A. SCHEMMEL


STATE OF OHIO
COUNTY OF MERCER

The foregoing instrument was acknowledged before me this 28th day of December, 2023 by **DUSTIN E. SCHEMME** and **ALYSSA A. SCHEMME**, 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.