

DESCRIPTION SUFFICIENT FOR TAX MAPPING PURPOSES

MAR 31 2014

MERCER COUNTY TAX MAP DEPARTMENT

TRANSFERRED

MAR 31 2014

RANDALL E. GRAPNER COUNTY AUDITOR MERCER COUNTY, OHIO

Exemption paragraph, conveyance Fee 168.00 The Grantor and Grantee of this deed have complied with the provisions of R.C. Sec 320, 202 Randall E. Grapner Mercer County Auditor.

KP 3.31.14 Deputy Aud. Date

Executor's and Power of Attorney's Deed

That Daniel J. Evers, Executor of the Estate of Edward J. Evers, deceased (date of death 1/19/2014) by the power conferred by the Last Will and Testament of said Edward J. Evers, said Will being of record in the Mercer County Probate Court, Case No. 2014 1027 and Rita H. Evers (surviving spouse of Edward J. Evers), grants with fiduciary and general warranty covenants to Nathan M. Hartings, Unmarried, whose tax mailing address is 61 E. Main Street, Burkettsville, Ohio 45310 the following described real property:

Situate in the Village of Burkettsville, in the County of Mercer, and the State of Ohio, to-wit:

Lot Number Forty-Nine (49) as known and designated on the recorded plat of the John C. Gilbert Addition to the Village of Burkettsville, Ohio.

Tax ID#: 22-010200.0000 Engineer's Map. #072-3443-01-012-00-27 14-34-456-008

SEE ATTACHED EXHIBIT "A" FOR DEED RESTRICTIONS.

Prior Instrument Reference: Volume 317, Page 950

Real estate taxes to be prorated to date of closing, pursuant to Real Estate Purchase Contract.

WITNESS MY HAND this 28th day of March, 2014.

[Signature of Daniel J. Evers] Daniel J. Evers, Executor of the Estate of Edward J. Evers, Deceased

[Signature of Rita H. Evers] Rita H. Evers, by Daniel J. Evers, her Attorney-in-Fact, Power of Attorney recorded in Instrument No. 201400001121, Official Records, Mercer County, Ohio.

STATE OF STATE)) SS: MERCER COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared the above named, Daniel J. Evers, Executor of the Estate of Edward J. Evers, Deceased and Rita H. Evers, by Daniel J. Evers, her Attorney-in-Fact, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at St. Henry, Ohio, this 28th day of March, 2014.



RANDALL L. EVERIS, Notary Public in and for the State of Ohio My Comm. Expires Sept. 3, 2018

[Signature of Notary Public] Notary Public

This instrument prepared by Theodore O. Finnarn, Attorney at Law, 421 Public Square, Greenville, Ohio 45331

EXHIBIT "A"

Borrower(s), their successors, heirs and assigns for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's 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) The Federal Home Loan Bank of Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale, refinancing, foreclosure, conveyance by deed in lieu of foreclosure, 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 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 The Federal Home Loan Bank of Cincinnati 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 Federal Housing Finance Agency 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 the Bank 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.