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MONROE COUNTY CLERK  
RECORDS

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WHEREAS, *Sarah M. Bishop* (Recipient) is the purchaser of or owner providing rehabilitation of a home on certain real property (together the "Premises") in *Lake County*, described as:

Unit 39, Eagle Ridge Horizontal Property Regime as recorded as Document Nos. 95023865 and 95023866 under the date of May 2, 1995 and as amended by instrument recorded August 14, 1995 as Document No. 95045984 and as amended by Certificate of Correction recorded August 14, 1995 as Document No. 95045985 in the Recorder's Office of Lake County, Indiana, and the undivided interest in the common elements appertaining thereto.

and;

WHEREAS, Citizens Financial Services, FSB of Munster, Indiana, received a direct pay subsidy in the amount of **\$5,000.00 (Five Thousand Dollars and 00/100)** (Subsidy) under the Home Savings Program (HSP) of the Federal Home Loan Bank of Indianapolis (FHLBI), subject to the Federal Housing Finance Board, FHFB, regulations 12 C.F.R. 960.1 et seq. for the purposes of providing funding for Downpayment and Closing Costs assistance or Owner Occupied rehabilitation of the above mentioned home, and;

WHEREAS, for a period of 5 years (retention period) after the date of the within Agreement the HSP requires (1) that all purchasers of the Premises qualify as "low and moderate-income households" or "very low-income households" as defined in 12 C.F.R. 960.1 and (2) that the use of said Premises otherwise shall remain consistent with the purposes of the HSP, and;

WHEREAS, if at any time during said Retention Period the foregoing requirements are not complied with, Citizens Financial Services, FSB will be required to reimburse FHLBI for the amount of the Subsidy less subsidy forgiven on a prorata basis of the Subsidy for each month that the foregoing requirements were complied with and;

WHEREAS, *Sarah M. Bishop* (collectively the "Undersigned" are purchasers of the above described Premises;

NOW THEREFORE in consideration of the Premises and as an inducement to Citizens Financial Services, FSB disbursing the Subsidy to Purchaser, come the Undersigned and represents and warrants as follows:

1. That the Undersigned qualifies as a "low-and moderate-income household" or "very low-income household" as defined in 12 C.F.R. 960.1.

NORTHWEST INDIANA TITLE SERVICES, INC.  
162 Washington Street  
Lowell, Indiana 46356

12.00  
/

7085

2. That if within 5 years of the date of the within Agreement (1) the Undersigned sells the Premises or (2) the Undersigned otherwise uses the Premises in a manner inconsistent with the purposes of the HSP, the Undersigned shall immediately reimburse Citizens Financial Services, FSB, from sale proceeds if applicable, for the amount of the Subsidy then owing to the FHLBI as based on the prorata subsidy forgiveness for months that the household was in compliance.
3. That the covenants of the within Agreement shall bind the successors and assigns of the Undersigned.
4. That in the event that any provision of this Agreement is in conflict with applicable law, such conflict shall not conflict with other provisions of this Agreement. To these end provisions of this Agreement are declared to be severable.

Signed this 30th day of May, 2000.

Witnesses: **Jacque Holland**

*Jacque Holland*

Purchasers:

*Sarah M. Bishop*

Sarah M. Bishop

**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!

STATE OF INDIANA,

Lake

COUNTY ss:

On this 30<sup>th</sup> day of May, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared Sarah M. Bishop and acknowledged the execution of the foregoing instrument.

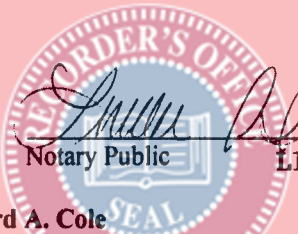
WITNESS my hand and official seal,

County of Residence:

**LAKE**

My Commission Expires:

**OCTOBER 17, 2006**



Notary Public

**LINDA S. WOOD**

This instrument was prepared by:

**Richard A. Cole  
CITIZENS FINANCIAL SERVICES,FSB  
707 RIDGE ROAD  
MUNSTER, INDIANA 46321**

2. That if within 5 years of the date of the within Agreement (1) the Undersigned sells the Premises or (2) the Undersigned otherwise uses the Premises in a manner inconsistent with the purposes of the HSP, the Undersigned shall immediately reimburse Citizens Financial Services, FSB, from sale proceeds if applicable, for the amount of the Subsidy then owing to the FHLBI as based on the prorata subsidy forgiveness for months that the household was in compliance.
3. That the covenants of the within Agreement shall bind the successors and assigns of the Undersigned.
4. That in the event that any provision of this Agreement is in conflict with applicable law, such conflict shall not conflict with other provisions of this Agreement. To these end provisions of this Agreement are declared to be severable.

Signed this 30th day of May, 2000.

Witnesses: **Jacque Holland** Purchasers: **Sarah M. Bishop**  
*Jacque Holland* *Sarah M. Bishop*  
 \_\_\_\_\_  
 Sarah M. Bishop

STATE OF INDIANA, Lake COUNTY ss:

On this 30<sup>th</sup> day of May, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared Sarah M. Bishop and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal,

County of Residence: LAKE

My Commission Expires: OCTOBER 17, 2006



*Linda S. Wood*  
 Notary Public LINDA S. WOOD

This instrument was prepared by: **Richard A. Cole**  
**CITIZENS FINANCIAL SERVICES,FSB**  
**707 RIDGE ROAD**  
**MUNSTER, INDIANA 46321**