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Real Estate Retention Agreement Affordable Housing Program **Grant Award** (Owner-Occupied)

For purposes of this Agreement, the following terms shall have to meanings set forth below:

"FHLBI" shall refer to the Federal Home Loan Bank of Indianapolis

"Member" shall refer to ______ Bank Calumet N. A. (FHLBI's member institution)

"Borrower(s)" shall refer to Kevin & Margaret Kosarko

For and in consideration of receiving direct subsidy funds (the "Subsidy") under the Affordable Housing Program ("AHP") of the FHLBI through the Member, with respect to that certain real property located at 141 Gost lin St.

, State of Indiana 1ake

County of which is more fully described as follows:

Lot 38 and the East half of Lot 37, Block 13, J. Wm Eschenburg's State Line Addition to Hammond, as shown in Plat Book 2, page2, in Lake County, Indiana. commonly known as 141 Gostlin St, Hammond, Indiana Borrower(s), their successors, heirs and assigns hereby agree that they shall 46327 maintain ownership and reside in this property as their primary residence for a period of five (5) years ("Retention Period") from the date of the recording of this instrument and further agrees with the Member that:

- The FHLBI, whose mailing address is P.O. Box 60, Indianapolis, Indiana 46206, Attention: Community Investment Division, is to be given immediate (i) written notice of any sale or refinancing of this property occurring prior to the end of the Retention Period;
- In the case of a sale prior to the end of the Retention Period, an amount equal to a pro rata share calculated by FHLBI on a per diem basis, of the (ii) direct Subsidy that financed the purchase, construction, or rehabilitation of this property reduced for every year the Borrower/Seller owned the property, shall be repaid to the Member for reimbursement to the FHLBI from any net gain realized upon the sale of the property after deduction for sales expenses, unless the purchaser is a low- or moderate-income household which is defined as having not more than 80 % of the area median income where such income targeting was committed to in the AHP application receiving the AHP grant award;
- In the case of a refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the (iii) purchase, construction, or rehabilitation of the property, reduced for every year the Borrower has owned the property, shall be repaid to the Member for reimbursement to the FHLBI from any net gain realized upon the refinancing, unless the property continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism,



incorporating the requirements of clauses (i), (ii), (iii) and (iv) contained herein; and

The obligation to repay the Subsidy to the Member shall terminate after any foreclosure. Otherwise, the covenants contained herein shall continue until (vi) released by the Member in writing or the expiration of the Retention Period, whichever should first occur.

IN WITNESS WHEREOF, the Borrower(s) and the Member, by its duly authorized representative, have executed this Agreement as of this 7th day of June
2001 Bollower: Kevin P. Kosarko
Wilness: NOT OFFICIAL! This Document is New York to the control of the control o
Witness: the Lake CBorrower? Margaret N. Kosarko
Witness: Bank Calumet N.A. (Member) By: x Murance H. Stengel Sr. Mce-president
Witness: Lawrence H. Stengel Sr. Wce-president (Printed Name and Title)
State of <u>Indiana</u>) SS:
County of <u>Lake</u> The foregoing instrument was acknowledged before me this <u>7th</u> day of

The foregoing instrument was as		
June, 2001 , by <u>Key</u> (Bot	rin P. & Margaret N. Kosarko rrower(s) name typed	CARY PUBL
My County of Residence: Lake	(Notary Rublic Cynthia G Rangel (Printed)	CYNTHIA G RANGEL SEAL SEAL OF INDIA
	COMPTINA C DANICEI	·

CYNTHIA G RANGEL NOTARY PUBLIC STATE OF INDIANA LAKE COUNTY MY COMMISSION EXP. APR. 18,2008

out of Taliana
State of <u>Indiana</u>)SS:
County of Lake day of
The foregoing instrument was acknowledged before me this, day of, byawrence H. Stengel,
June Zun , S Park Columet N.A.
the Sr. Vice-president of such organization.
(Mambor) for and on benall of such organia
My Commission Expires: Warn Lhward
My Commission Dalively, 2007 Notary Public Notary Public
My County of Residence: AROUMENT SHARON SCHWANDT (Printed)
My County of Residence (Printed) NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!
the Lake County Recorder:
SEAL SEAL
Lawrence H. Stengel Sr. Vice-president
(and upon recording, to be returned to)
Bank Calumet N.A. (personal loan)
5231 Hohman Ave.
Hammond, Indiana 46320
(Mailing Address)
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