100

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

62-14087

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 Verline Weems

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 5837 Eric Ave.

the Lake C in the city/town of Hammond __, State of __Indiana County of Lake

which is more fully described as follows:

Lot 33 and the South 1/2 of Lot 34 in Block 2 in Turner's First Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 7 page 31, in the Office of the Recorder of lake County, Indiana.

Borrower(s), their successors, heirs and assigns hereby agree that they shall 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 (i) 46206, Attention: Community Investment Division, is to be given immediate 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 (ii) equal to a pro rata share calculated by FHLBI on a per diem basis, of the 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 % of the area household which is defined as having not more than 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 (iii)amount equal to a pro rata share of the direct Subsidy that financed the 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,

(vi)	The obligation to repay the Subsidy to the Member shall terminate after any foreclosure. Otherwise, the covenants contained herein shall continue until released by the Member in writing or the expiration of the Retention Period, whichever should first occur.
IN WI repres 2001	TNESS WHEREOF, the Borrower(s) and the Member, by its duly authorized sentative, have executed this Agreement as of this 29thday of June,
) filter a	Borrower: Verline Weems
Witne	NOT OFFICIAL!
Witne	This Document is the property of Borrower: Recorder!
Witne	Bank Calumet N.A. (Member) By: W. M.
Witne	
State	of <u>Indiana</u>))SS:
Count	,
	The foregoing instrument was acknowledged before me this 29th day of
Jun	e, 2001 , by <u>Verline Weems</u> (Borrower(s) name typed
Му Со	ommission Expires: 4 18 08 Cyntha H Rangel Crwing Crwing Con Crwing Con
64 Oa	RANGE / .

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

herein; and

State of <u>Indiana</u>	SS:		
County of Lake	00.		
•	2011		
The foregoing instrument wa	as acknowledged before me this <u>29th</u> day of		
1110A /(IIII	by Lawrence H. Stengel		
the Sr. Vice-president	of Bank Calumet N.A.		
(Member) for and on behalf of such	/		
My Commission Expire February 12, 2007	93:1		
My Commission Expires:	Hause M Ster		
	Notary Public		
My County of Residence:	CUM STANICE M. Stewart		
NOT OFFICIAL!			
This Docum	ent is the property of		
the Lake County Recorder!			
the Lake	County Accorder.		
S			
	WOLANA		
This Instrument prepared by:	Lawrence H. Stengel Sr. Vice-president		
(and upon recording, to be returne	d to)		
	n 1 0 1		
	Bank Calumet N.A. (personal loan)		
	5231 Hohman Ave		
	Hammond, Indiana 46320		
	(Mailing Address)		

02/23/01