B62-10638

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 Marilyn K. Painter 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 925 176th Place the Lake Cinthe city/town of Hammond , State of Indiana County of Lake which is more fully described as follows: Lot 19 in Block 7 in Calumet Lawn Addition to Hammond, as per plat thereof, recorded in Plat Book 17 page 2, 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

(i) The FHLBI, whose mailing address is P.O. Box 60, Indianapolis, Indiana 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;

instrument and further agrees with the Member that:

- (ii) 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 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;
- (iii) 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 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,

13-60 CT 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 released by the Member in writing or the expiration of the Retention Period, whichever should first occur.

IN WITHESS WHEREOF, the Borrower(s) and the Member, by its duly authorized representative, have executed this Agreement as of this <u>18th</u> day of <u>June</u> ,
2001
Dock Jacoby & Painter
Wilness: Borrower: Marilyn K. Painter NOT OFFICIAL!
This Document is the property of
Witness: the Lake Botrower: Recorder!
Witness:
By. x Illin (Silling)
Witness: Lawrence H. Stengel Sr. Vice-president (Printed Name and Title
SEAL MOIANAMENT
State of Indiana
)SS:
County of Lake
The foregoing instrument was acknowledged before me this $18 \mathrm{th}$ day of
June, 2001 , by <u>Marilyn K. Painter</u> (Borrower(s) name typed
My Commission Expires: 4/18/08 Central & Rouge OFFICE OFFICE OF Notary Public Charge OFFICE CHARLES OF CHARLES OF THE CHARLES
My County of Residence: Lake Cynthia 6 Rangel 3 (Printed)

State of Indiana)	
)\$8	S:
County of <u>Lake</u>	
The foregoing instrument was	acknowledged before me this 18thday of
	Lawrence H. Stengel
the Sr. Vice-president	of Bank Calumet N.A.
(Member) for and on behalf of such of Ly Commission Expression 120 2007	gganization.
February 12, 2007	
	Janear M. Steer
My Commission Expires:	Notary Public
My County of Residence	JANICE M. STEWART
NOT C	(Printed)
NOTO	FFICIAL:
This Document	nt is the property of
the Lake C	ounty Recorder!
	DERSON
li,	WINANA
This Instrument prepared by:	Lawrence H. Stengel Sr. Vice-president
(and upon recording, to be returned	to)
	Bank Calumet N.A. (personal loan)
	5001. П. 1 Анга
	Hammond, Indiana 46320
	(Mailing Address)

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