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Chicago Title Insurance Company

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62-12177

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 Mercantile National Bank of Indiana
(FHLBI's member institution)

"Borrower(s)" shall refer to Christine Y. Batricevich

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 716 Hollywood Court, in the city/town of Whiting, County of Lake, State of Indiana, which is more fully described as follows:

See "EXHIBIT A" attached hereto and made a part hereof

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:

- (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;
- (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 ___% 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,

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

- (iv) 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 WITNESS WHEREOF, the Borrower(s) and the Member, by its duly authorized representative, have executed this Agreement as of this 18th day of June, 2001.

Witness: _____ Borrower: Christine Y. Batricevich
 Christine Y. Batricevich

Witness: _____ Borrower: _____

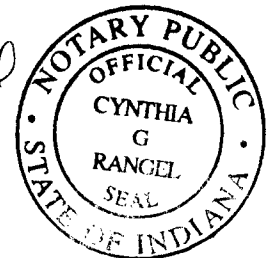
Witness: _____ (Member) Randolph Gray

Witness: _____ By: Randolph Gray
 Vice President and Secretary
 (Printed Name and Title)

State of Indiana)
 County of Lake)SS:

The foregoing instrument was acknowledged before me this 18th day of June, 2001, by Christine Y Batricevich

My Commission Expires: 4/18/08 Cynthia G Rangel
 My County of Residence: Lake Cynthia G Rangel
 (Notary Public)
 (Printed)



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

“EXHIBIT A”

LOT 1 IN HOLLYWOOD COURT ADDITION IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17 PAGE 27, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.




State of Indiana)
County of Lake)SS:

The foregoing instrument was acknowledged before me this 18th day of June, 2001, by Randolph Grau, the Vice President/Secretary of Mercantile National Bank of Indiana (Member) for and on behalf of such organization.

My Commission Expires: 3/9/07

My County of Residence: lake


Notary Public
Carol Kneifel
(Printed)

