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RECORDER

Chicago Title Insurance Company

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

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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 Robert T. Klut

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 4638 Hohman Ave.

the Lake County in the city/town of Hammond,
County of Lake, State of Indiana

which is more fully described as follows:

Lot 15 in Block 10, Subdivision of the East part of the North side Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 1 page 97, 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:

- (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 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,

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M.A.
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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 8th day of May, 2002.

Witness: _____ Borrower: Robert T. Klut

Witness: _____ Borrower: _____

Witness: _____ Bank Calumet N.A. (Member)

Witness: _____ By: Lawrence H. Stengel Sr. Vice-president (Printed Name and Title)



State of Indiana)
County of Lake)SS:

The foregoing instrument was acknowledged before me this 8th day of May, 2002, by Robert T. Klut (Borrower(s) name typed)

My Commission Expires: 11/15/09 Katrina M. Burns Notary Public
My County of Residence: LAKE Katrina M. Burns (Printed)

State of Indiana)
)SS:
County of Lake)

The foregoing instrument was acknowledged before me this 8 day of May, 2002, by Lawrence H. Stengel, the Sr. Vice-president of Bank Calumet N.A. (Member) for and on behalf of such organization.

My Commission Expires: 11/15/09

Kabrina M. Burns
Notary Public

My County of Residence: Lake

Kabrina M. Burns
(Printed)



This Instrument prepared by: 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)

MORTGAGE AGREEMENT

WHEREAS, Robert T. Klut is the purchaser of or owner providing rehabilitation of a home on certain real property (together the "Premises") in Lake County, described as;

Lot 15 in Block 10, Subdivision of the East part of the North Side Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 1, page 97, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 4638 Hohman Ave., Hammond, Indiana 46327

and;

WHEREAS, Bank Calumet of Hammond IN received a direct pay subsidy in the amount of \$5,000.00 (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, Bank Calumet 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, Robert T. Klut (collectively the

"Undersigned") are purchasers/owners of the above described Premises;

NOW THEREFORE in consideration of the Premises and as an inducement to Bank Calumet 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.
2. That if within 5 years of the date of the within Agreement (1) the Undersigned sell the Premises or (2) the Undersigned otherwise uses the Premises in a manner inconsistent with the puposes of th HSP, the Undersigned shall immediately reimburse Bank Calumet 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 8th day of May, 2002

Witnesses: _____
Purchasers/owners
Robert T. Klut

Subscribed and sworn to before me a Notary Public in and for the Lake County, State Of Indiana, This 8th day of May 2002

11/15/09
My commission expires

KATRINA M BURNS
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. NOV. 15,2009