

4

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2003 104604

2003 OCT -1 PM 10:01

1000 SOUTH ST  
LAKE COUNTY

Community Investment Company

**Real Estate Retention Agreement  
Home Savings Program  
Grant Award  
(Owner-Occupied)**

620102960

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

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

"Member" shall refer Mercantile National Bank of Indiana  
(FHLBI's member institution)

"Borrower(s)" shall refer to Gary A. Tomaszewski

For an 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 7224 Schneider in the city/town of Hammond 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, 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 new gain realized upon the

15-  
AT-DG

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

- (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 shall first occur.

IN WITNESS WHEREOF, the Borrower(s) and the member, by its duly authorized representative, has executed this Agreement as of this 6<sup>th</sup> day of June, 2002.

Witness: \_\_\_\_\_ Borrower: Gary A. Tomaszewski

Witness: \_\_\_\_\_ Borrower: \_\_\_\_\_

Witness: \_\_\_\_\_ Mercantile National Bank of Indiana (Member)

Witness: \_\_\_\_\_ By: Art Mulholland, Vice President (Printed Name and Title)

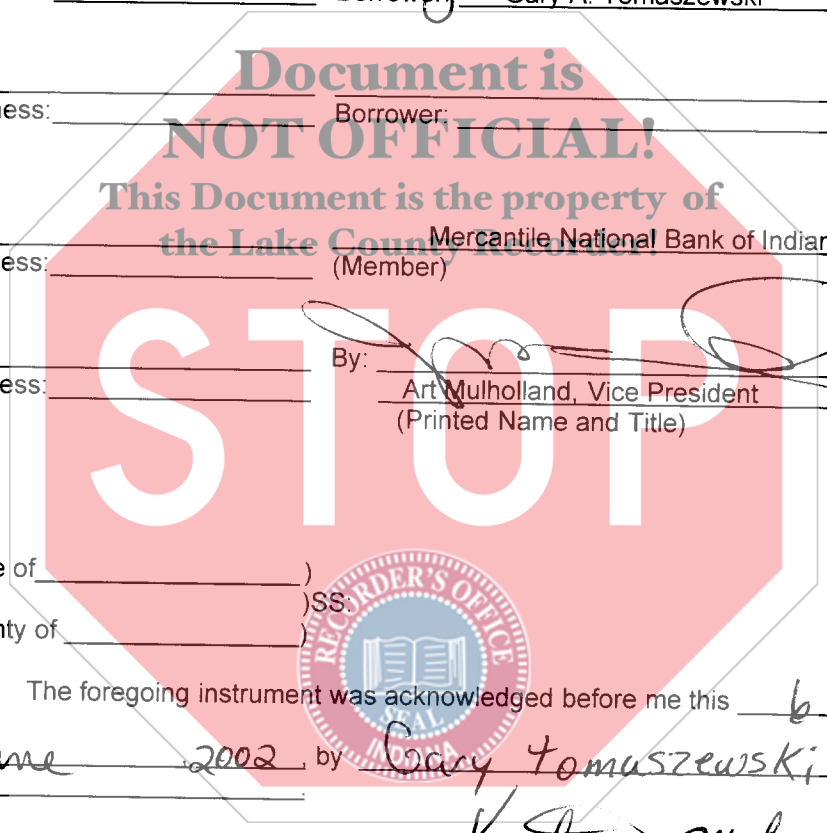
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this 6 day of June, 2002, by Gary Tomaszewski

My Commission Expires: \_\_\_\_\_ Katrina M Burns  
Notary Public

My County of Residence: \_\_\_\_\_ (Printed)

**KATRINA M BURNS**  
**NOTARY PUBLIC STATE OF INDIANA**  
**LAKE COUNTY**  
2 of 3 MY COMMISSION EXP. NOV. 15, 2009




State of Indiana )  
 )SS:  
County of Lake )

The foregoing instrument was acknowledged before me this 6th day of  
June, 2002, by Art Mulholland  
the Vice President 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)



This Instrument prepared by: Carol Kneifel  
(and upon recording, to be returned to)

Mercantile National Bank  
5243 Hohman Avenue  
Hammond, IN 46320

**"EXHIBIT A"**

THE SOUTH 50 FEET OF THAT PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SCHNEIDER AVENUE, SAID POINT BEING DUE EAST OF A POINT 825 FEET SOUTH OF THE NORTHWEST CORNER OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, THENCE DUE SOUTH 150 FEET ALONG THE WEST LINE OF SCHNEIDER AVENUE, THENCE DUE WEST 126.26 FEET TO THE EAST LINE OF THE FIRST ALLEY WEST OF SCHNEIDER AVENUE, THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY 150 FEET THENCE EAST 126.26 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY.

Parcel ID Number: 37-150-31 UNIT 26  
7224 SCHNEIDER  
HAMMOND  
("Property Address"):

which currently has the address of  
[Street]  
[City], Indiana 46324 [Zip Code]

